

This SUBGRANT, entered into the 29th day of August 2014, effective the 1st day of September 2014, by and between SOUTHERN STATES ENERGY BOARD, hereinafter referred to as "SSEB" and the Texas State Energy Conservation Office, with an office located at 111 E. 17th Street, Room 1118, Austin, Texas 78711 hereinafter referred to as "Subgrantor."

WHEREAS, SSEB has heretofore entered into Cooperative Agreement, DE-EM-0003189, hereinafter referred to as the "Principal Contract," with the U.S. Department Of Energy-Office of Environmental Management to support the safe transportation of transuranic waste from the transportation corridors to the Waste Isolation Pilot Plant in Carlsbad, New Mexico, hereinafter referred to as the "Project;" and

WHEREAS, in furtherance of the Principal Contract, SSEB desires to procure from Subgrantor certain services in connection with the Project; and

WHEREAS, Subgrantor is willing to furnish such services; and now, therefore pursuant to the mutual covenants and agreements herein contained, SSEB and Subgrantor do hereby mutually agree as follows:

I. Scope of Services

In connection with the Project, Subgrantor shall perform technical assistance in accordance with the program plan approved by the U.S. Department of Energy-Office of Environmental Management and reviewed by SSEB for completeness with SSEB's scope of work. The Scope of Services is described in Attachment A that is attached hereto and made a part hereof.

It is understood and agreed that the Scope of Services may be changed, or adjusted by SSEB as the program develops, with the concurrence of Subgrantor, without invalidating this subgrant. Any change in scope requires the prior approval of DOE.

All such changes will be accomplished within the cost limitation of the Support Ceiling unless a specific adjustment to the Support Ceiling is made.

II. Period of Performance

The period of performance under this subgrant shall commence on the effective date indicated above and expire on **July 31, 2019**.

III. Reimbursement and Compensation

Reimbursement of Costs of Services - Subgrantor shall be reimbursed by SSEB for out-of-pocket expenses arising from the technical assistance performed hereunder, to the extent such costs constitute "allowable costs" under the Federal Procurement Regulations. An estimate of such costs is provided in Attachment A, a copy of which is attached hereto and made a part hereof. All equipment and products purchased with funds made available under this award should be American-made, to the greatest extent practicable. SSEB and the U.S. Department of Energy reserve the right to audit the aforementioned records according to the Federal Procurement Regulations and Subgrantor agrees to maintain appropriate records pertinent to such an audit in conformity with the federal procurement regulations and the generally accepted principles of government accounting.

As compensation for performing the Services, Subgrantor shall be reimbursed pursuant to attachment A.

IV. Maximum Amount and Limitation

Federal Funds Obligated under this Action	\$ 100,000.00
Federal Funds Previously Obligated in this Budget Period	\$ 0.00
Total Obligated Funds	\$ 100,000.00
Total Approved Budget for the FY2015	\$ 426,250.00

Estimate of Cost and Maximum Authorization - The presently estimated cost of work to be performed under this project is \$426,250. However, the maximum amount authorized under this subgrant to date is **\$100,000** (the "Support Ceiling"). Additional funds will be added for the existing budget period upon receipt from the U.S. Department of Energy and the incrementally funded Principal Contract.

V. Payment and Reporting Requirements

Once each month from the effective date of this subgrant, Subgrantor may submit to SSEB, in such form and reasonable detail as SSEB may require, an invoice or voucher which sets forth a statement of (i) the costs incurred by Subgrantor in the performance of this subgrant and claimed to constitute allowable costs and (ii) the portion of the fee then due. Monthly payments to Subgrantor shall be such that the amount reimbursed to that date shall be a proportion of the total approved budget that shall equal the proportion of the services provided. SSEB shall make payment to the subgrantor within 10 business days after receipt of funds requested from the U.S. Department of Energy. SSEB has the right to withhold payments to the Subgrantor if progress reports are not current. Final reports and final invoices are due 30 days after the period of performance expires.

Invoice Submittal – Invoices (*via email*) should be submitted to the Southern States Energy Board, 6325 Amherst Ct., Norcross, Georgia 30092, Attention: Leigh Parson, parson@sseb.org and Kathy Sammons, sammons@sseb.org. A template spreadsheet is provided under Attachment C.

Reporting Requirements - Subgrantor shall report no less than quarterly to SSEB. These requirements shall include reimbursement forms that include financial status of the project, progress reports and tangible personal property reports for equipment with a unit acquisition cost of \$5000 or more, pursuant to Attachment C and the Subgrantors Reporting Requirements Checklist therein. Failure to comply with these reporting requirements is considered a material noncompliance and may result in withholding of future payments.

VI. Responsibility for Services

Subgrantor and its employees, consultants and agents shall be responsible during the performance of the Services under this subgrant for exercising the degree of skill and care required by customarily accepted professional and technical practices and procedures. The total liability of Subgrantor, in contract, tort or otherwise (including negligence and warranty), to SSEB for failure to meet the foregoing standards or for otherwise defective services shall be limited to Subgrantor's reperformance, at its own cost and without further reimbursement by SSEB, for services necessary to correct any such failures or defective services (i) which become apparent during the performance of Subgrantor's services or within one year from the date of completion of Subgrantor's services and (ii) of which SSEB notifies Subgrantor within ninety (90) days of the time that the failure becomes apparent. Subgrantor shall be entitled to rely on the accuracy of information supplied by SSEB, or by any of SSEB's contractors or subcontractors, or available from generally accepted reputable sources.

VII. Subgrantor

Subgrantor, in the performance of the terms of this Agreement, is an independent contractor, and not an agent or employee of SSEB. Neither party may enter into any contract on behalf of the other or otherwise attempt to bind the other party in any manner whatsoever without written authority from such other party, and any such contract entered into without such consent shall be void. Nothing in this Agreement may be construed to establish any other relationship between Subgrantor and SSEB including partnership, joint venture, principal/agency or employer/employee.

VIII. Termination

Either the Contractor or the Subgrantor may terminate further performance under this subgrant at any time by notifying the other party in writing at least thirty (30) days in advance of the effective date of termination specified in such notice. Upon said termination, the Subgrantor shall be paid for services theretofore performed under this subgrant, as provided for in Article III, and for which payment has not been made. The Subgrantor shall provide a final report and final invoice to SSEB within 30 days of the termination date.

IX. Special Terms and Conditions

In the event that the principal contract (cooperative agreement DE-EM-0003189) is terminated or a stop work order is issued by the United States Department of Energy, the SSEB has the right to terminate or require the Subgrantor to stop work immediately. This action may be taken by notifying the Subgrantor in writing (via fax or email) followed by an original document being sent to the Subgrantor.

Recipients of financial assistance are cautioned to carefully review the allowable costs and other provisions applicable to expenditures. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913, Lobbying with Appropriated Moneys. This restriction is in addition to those prescribed elsewhere in statute and regulation.

If there are any inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall control.

X. General Provisions

The following provisions listed under Attachment B, *DOE Assurances and Certifications*, and Special Terms and Conditions of the Principal Cooperative Agreement and all other relevant laws of the United States of America and regulations adopted pursuant thereto are, to the extent applicable between SSEB and Subgrantor, hereby incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this subgrant.

SOUTHERN STATES ENERGY BOARD

BY:  _____

NAME: Kenneth J. Nemeth

TITLE: Executive Director

DATE: 8/29/14

SUBGRANTOR: Texas State Energy Conservation Office

BY:  _____

NAME: Martin A. Hubert

TITLE: Deputy Comptroller

DATE: 10/1/14

Attachment A
Scope of Services
and
Budget

**State of Texas
Work Plan for the
Safe Shipment of Transuranic Waste**

PURPOSE

This work plan outlines the objectives, tasks, and budget for the State of Texas and its local jurisdictions to continue the safe and uneventful shipment of defense transuranic waste through the State to the US Department of Energy (US DOE) Waste Isolation Pilot Plant (WIPP) near Carlsbad, New Mexico, and to respond to incidents which might occur as a result of such shipments.

Shipments to the WIPP began in March 1999. This work plan focuses on continuing activities to be conducted to sustain preparedness for such shipments through Texas during the period July 1, 2014 to June 30, 2015. The schedule for completion of certain tasks outlined in this work plan may be adjusted if the US DOE changes the dates for WIPP shipments through Texas. Some tasks outlined in this work plan are expected to continue into subsequent years.

REFERENCES

**Texas Disaster Act, Section 418, Government Code
Executive Order of the Governor Relating to Emergency Management
State of Texas Emergency Management Plan
Sections 401 & 402, Texas Health & Safety Code
National Response Framework (NRF)
National Incident Management System (NIMS)**

SITUATION & ASSUMPTIONS

Situation

US DOE is shipping defense transuranic waste from a number of its facilities in other states through Texas to the WIPP near Carlsbad, NM. Shipments transit Texas on one of

two routes. The primary route enters Texas from Louisiana on I-20, continues west on I-20 to Pecos, and then follows US 285 north into New Mexico. The alternate route enters Texas from Louisiana on I-20, continues west on I-20 to Big Spring, and then follows State Highway 176 into New Mexico.

Roughly 3,658 defense transuranic waste shipments are expected to pass through the State over the life of the program, with shipments averaging a rate of three or four per week. US DOE commenced shipments through Texas in May 2001 and will continue for approximately 18 years. The dates for shipments through Texas and the number of shipments are subject to change; changes may impact the schedule for work outlined in this work plan.

The primary shipment route in Texas passes through 22 counties and 41 incorporated cities. The alternate shipment route in Texas passes through 18 counties and 34 incorporated cities. All 22 counties and 51 cities listed in the *Texas Emergency Notification and Response Guide for Transuranic Waste Shipments* provide emergency response (full-time or volunteer fire and/or EMS) along or adjacent to the the alternate route. A total of 20 counties and 19 of the cities have their own emergency management plans in place.

As outlined in References A and B, chief elected officials in cities and counties, as emergency management directors for their jurisdictions, are responsible for emergency planning and coordinating the emergency response within their jurisdictions.

There are 20 counties and 19 cities along the WIPP routes in Texas that have their own emergency management plans in place and on file with the Texas Division of Emergency Management (TDEM). The other cities along the routes are incorporated into either larger city plans or county plans.

As outlined in References C and D, the Texas Department of State Health Services (DSHS) has responsibility for leading the State's response to radiological incidents and

providing technical assistance to local governments responding to such incidents.

The State may also provide non-technical support to local governments responding to emergencies when (a) the resources of a local government are exhausted or inadequate to deal with that emergency and (b) the chief elected official requests state assistance. Non-technical state assistance is coordinated by the State's 24 disaster districts, TDEM, and, for major incidents, the State Emergency Management Council.

Assumptions

Citizens of the state, particularly those living along the route of shipments, and the media are likely to be concerned about the safety of shipments of defense transuranic waste. The media and citizens interested in such shipments should be provided information about emergency preparedness and response capabilities.

Federal, state, and local programs to ensure the safe transportation of defense transuranic wastes through the State to the WIPP should be coordinated.

The initial emergency response to an incident arising from defense transuranic waste shipments is likely to be handled by local emergency responders. Hence, local emergency plans should be current and address the hazard posed by defense transuranic waste shipments. Local responders and elected officials who coordinate emergency response should have appropriate training to deal with the hazards of such shipments.

If local and state resources are inadequate to respond to an emergency involving a defense transuranic waste shipment, the

State may request mutual aid from other states in accordance with the Southern Mutual Radiation Assistance Plan (SMRAP) or from federal agencies pursuant to the Nuclear/Radiological Incident Annex to the National Response Framework (NRF).

OBJECTIVES

It is the objective of the State of Texas that defense transuranic waste shipments be conducted safely and agencies who might be expected to respond to an incident involving such materials have adequate plans, training, and equipment.

Specific State objectives with respect to defense transuranic waste shipments to the WIPP are:

Objective 1- Emergency Planning.

Encourage local governments and state agencies to develop and maintain emergency plans and procedures which adequately address the hazards posed by defense transuranic waste shipments. Provide state planning assistance when requested.

Objective 2 - Emergency Preparedness.

Enhance preparedness of local and state emergency responders and decision makers to deal with the hazards posed by defense transuranic waste shipments by providing appropriate training or retraining, equipment, and state assistance in planning and evaluating exercises.

Objective 3 - Shipment Monitoring.

Receive advance notice of and monitor the execution of defense transuranic waste shipments through Texas. Provide information affecting shipments to US DOE for relay to drivers, and receive near real-time information about shipment status from US DOE.

Objective 4 - Public Information and Education.

Provide educational information regarding emergency preparedness and response capabilities to the media and

members of the public concerned about shipments of defense transuranic waste.

PROGRAM ELEMENTS

Objective 1 -- Emergency Planning

Task 1-A, Maintain and Update as Necessary the State Emergency Management Plan and Procedures.

- a. **Discussion:** The state emergency management plan and its supporting procedures provide a basis for timely, coordinated, and effective emergency response by state agencies. The state plan and procedures address emergency response considerations relating to defense transuranic waste shipments.
- b. **Approach:** Texas will review, maintain and update the emergency management plan and procedures for responding to radiological transportation incidents.

DSHS will review and update as needed Annex D, Radiological Emergency Management, to the State of Texas Emergency Management Plan, and its subsidiary documents.

TDEM will review and update as needed the remainder of the State of Texas Emergency Management Plan, the Standard Operating Procedures for the State Operations Center, and other procedural guidance.

It is anticipated that review and update of the state emergency management plan and procedures will be a recurring task.

- c. **Responsible Agencies:** DSHS/TDEM

Task 1-B, Update or Preparation of Local Emergency Management Plans and Procedures.

- a. **Discussion:** Local emergency management plans and procedures provide a basis for timely, coordinated, and effective emergency response. Plans, pertinent annexes, and procedures require regular review and periodic updating to ensure they are complete and meet current state planning standards.
 - b. **Approach:** Dedicated planners, working in coordination with TDEM's district coordinators (formerly regional liaison officers), will assist those cities and counties along the primary and alternate shipment routes that are responsible for emergency response. Assistance includes reviewing and updating emergency management plans and plan annexes. This effort is expected to be a recurring task.
 - c. **Responsible Agency:** TDEM
3. **Task 1-C, Responder Guide for Transuranic Waste Shipments**
- a. **Discussion:** The primary and alternate WIPP shipment routes in Texas pass through a total of 23 counties and 42 incorporated cities. Each of those entities has responsibility for coordinating emergency response to an accident or incident that occurs within their jurisdiction. Fire, HAZMAT, state and local law enforcement, and EMS units along I-20, US 285 and SH 176 have specific geographic service areas covering segments of the route. In order to alert appropriate local emergency responders of incidents involving WIPP shipments, local 911 operators and emergency services require a guide that identifies the responsible local government, specifies which responders serve which segments of the route, and outlines appropriate means of contacting those governments and responders.
 - b. **Approach:** In FY 00, TDEM planners completed and distributed the initial *Texas Emergency Notification*

and Response Guide for Transuranic Waste Shipments. This document indicates mile by mile along the shipment route who has jurisdiction and which agencies are responsible for emergency services. TDEM will review the responder guide for potential revision annually. Copies of the guide will be maintained in the State Operations Center and provided to the US DOE, local jurisdictions and other agencies as needed.

Responsible Agency: TDEM

Objective 2 -- Emergency Preparedness

Task 2-A, Training for Responders.

a. Discussion:

First responders, including local fire, HAZMAT,

hospital emergency response staff, law enforcement, and EMS personnel must be trained to deal with any radiological transportation accident as well as unique incidents that may arise during WIPP shipments. The Texas Highway Patrol (THP) troopers who often respond to accidents along the WIPP shipment route and are responsible for certain notifications and coordination functions should also be offered appropriate training.

Through funding provided by the US Department of Transportation (US DOT) and the US Department of Homeland Security (US DHS), TDEM offers hazardous materials training for local governments and state agencies. This training includes instruction on radiological materials.

Training for WIPP shipments is needed for all first responders along the shipment route. First Responder training for WIPP shipments is not a

substitute for existing hazardous materials training courses or radiological monitoring and instrumentation training. It should build on these courses and focus on unique problems posed by WIPP shipments not typically addressed in other training.

As many fire and EMS personnel are volunteers who have other full time jobs, it is anticipated there will be a need to offer training in their local area, in some cases at night or on weekends.

Existing radiation detection instrument sets in jurisdictions along the primary and alternate shipment corridors need to be maintained to facilitate local emergency responders' effectiveness.

b. Approach:

- 1) DSHS developed and conducts a short training course outlining procedures for the initial response to an accident or incident involving a WIPP shipment. They also offer a refresher course to those who have already received the first responder training.**
- 2) DSHS will continue to offer these training courses annually in all WIPP corridor cities and counties.**
- 3) DSHS will maintain a database of all students who have completed the first responder course and/or the refresher course.**
- 4) DSHS will determine if a need exists for additional radiological training courses or assistance in the use of radiological instruments above and beyond those currently funded by US DHS.**

- 5) **DSHS will provide and maintain radiation detection instrument sets for the cities, counties and TDEM district coordinators along the primary and alternate shipment routes. Maintenance includes calibration and operability testing of the instruments every other year.**

c. Responsible Agency: DSHS

Task 2-B, Training for Elected Officials and Emergency Management Staffs

- a. **Discussion: Elected officials, city/county department heads, and local emergency management officials responsible for coordinating the local emergency response to an accident or incident involving a WIPP shipment must have information about the characteristics of such shipments. They should be knowledgeable about the safety procedures for such shipments and understand the combined local, state, and federal response to an incident involving a WIPP shipment.**

b. Approach:

- 1) **Due to frequent turnover in local government, DSHS and TDEM will offer the state-developed Radiological Transportation Orientation for Local Officials to emergency managers, elected officials, and other officials in jurisdictions along the WIPP primary and alternate shipment routes.**
- 2) **DSHS and TDEM will maintain a database of all who have received the Radiological Transportation Orientation for Local Officials training.**

c. Responsible Agencies: DSHS and TDEM

Task 2-C, Medical Preparedness

a. Discussion: To ensure an effective medical response to a transuranic waste transportation incident, hospitals along the shipment route will be offered pertinent staff training for the handling of radiologically contaminated patients. They will also be encouraged to obtain appropriate supplies and equipment for on-site stock.

b. Approach:

DSHS will identify and maintain an updated list of hospitals along the shipment route which have emergency response capabilities for the care of radiologically contaminated patients.

DSHS will notify the hospitals of available radiological medical staff training. Upon request, DSHS will coordinate with US DOE for the presentation of the medical training.

Refresher training for medical personnel and hospitals will be a continuing task and will be required in subsequent years.

c. Responsible Agency: DSHS

Task 2-D, Exercises

a. Discussion: Many local governments in Texas have hazardous materials response plans and most local emergency responders have had training and experience in handling transportation accidents involving hazardous materials. Yet, few have experience in handling accidents involving radioactive materials. Exercises and drills allow emergency responders to demonstrate procedures and skills. Local governments along the primary and alternate WIPP shipment routes will be

encouraged to participate in exercises involving radiological transportation accidents.

b. Approach:

- 1) The State will encourage local and state emergency responders and emergency management officials to take part in US DOE Transportation Accident Exercises (TRANSAX) and WIPP Transportation Exercises (WIPPTREX).**
- 2) Local governments and participating state agencies will continue to assist local emergency managers in planning and evaluating tabletop or locally coordinated drills and exercises related to WIPP shipments. WIPP planners will be available to assist in the development and coordination of these local exercises. State agency participation in local exercises may be constrained by commitments to other programs.**
- 3) Responsible Agencies: All**

Objective 3 -- Shipment Monitoring

1. Task 3-A, Advance Shipment Information.

- a. Discussion: Information about defense transuranic waste shipments is needed by the TDEM Operations Center, the THP (which includes Highway Patrol and Commercial Vehicle Enforcement), and DSHS.**
- b. Approach: TDEM operates the TRANSCOM system at the State Operations Center in Austin on an around-the-clock basis when defense transuranic waste shipments are in progress through Texas. The system will be used to receive information about planned WIPP shipments through Texas from US DOE sites. TDEM will provide such information to agencies which require it, including DSHS and other DPS elements.**

- c. Responsible Agency: TDEM**
- 2. Task 3-B, Shipment Tracking**
 - a. Discussion: The State has the capability to track WIPP shipments through Texas and relay pertinent information to the US DOE Operating Center through the use of the TRANSCOM system.**
 - b. Approach: TDEM operates the TRANSCOM system at the State Operations Center in Austin on an around-the-clock basis when defense transuranic waste shipments are in progress through Texas. The State Operations Center will relay to the US DOE Operating Center any information which may affect ongoing shipments.**
 - c. Responsible Agency: TDEM**

Objective 4 – Public Information and Education

- 1. Task 4-A, Public Information and Education**
 - a. Discussion: Some citizens and groups may have serious concerns about the transport of radioactive materials through the state of Texas. There is likely to be media interest in such shipments. The State desires that the risk of radioactive materials shipments in general, and defense transuranic waste shipments in particular, and the safety measures in place for such shipments be communicated to the interested public and the news media.**
 - b. Approach:**

DSHS, in cooperation with the other state agencies assigned tasks in this work plan, will continue to work with US DOE to continue a functional communications strategy to address public and media concerns related to shipments of defense transuranic waste and other radioactive materials.

DSHS will update the need for informational and educational materials to carry out the State's communications strategy, reviewing materials developed by US DOE and other states to determine what is already available. DSHS will develop any additional materials required and coordinate production and distribution of pertinent materials produced by the State or obtained from others.

c. Responsible Agency: DSHS

VI. ADMINISTRATION

- A. This work plan will be administered by the Texas State Energy Conservation Office (SECO). SECO is the primary point of contact for all matters related to transportation of defense transuranic waste through the State of Texas.*
- B. SECO is also responsible for coordination of the separate efforts of the state agencies performing tasks under this work plan to ensure an overall integrated effort.*
- C. SECO will:*
 - 1. Receive funding provided by US DOE through the Southern States Energy Board (SSEB) and allocate it to the participating agencies to perform the tasks outlined herein;**
 - 2. Schedule meetings of performing agencies to review task progress, as required;**
 - 3. Coordinate and participate in meetings with US DOE and/or the SSEB;**
 - 4. Maintain a cost tracking system to provide information for financial reporting;**
 - 5. Prescribe the format for periodic progress reports by**

participating agencies and consolidate information, prepare, and distribute all required reports to US DOE through the SSEB.

D. Participating Agencies will:

1. *Perform the tasks indicated in this work plan;*
2. **Participate in appropriate WIPP meetings and provide information as needed;**
3. **Submit reports in the format prescribed by SECO outlining task progress and expenditures in support of this work plan as follows:**

Period	Due Date
July – September	October 25 th
October – December	January 25 th
January – March	April 25 th
April – June	July 25 th

VII. PLANNED SCHEDULE

- A. *The anticipated schedule for each task in this work plan is depicted in Figure 1.*
- B. *The schedule shown is subject to change if the shipping dates for defense transuranic waste shipments through Texas are changed.*

VIII. FINANCIAL DATA

- A. **Proposed budgets for the participating agencies are provided in Figures 2 through 4.**
- B. **The overall budget proposed for this work plan is provided in Figure 5.**

Figure 1

IX. Work Schedule

Task	J	A	S	O	N	D	J	F	M	A	M	J	Status
1. Emergency Planning													
1-A: Update State Emer. Mgmt. Plans & Procedures	XX	XX	XX	XX	XX	XX	XX						r/u
1-B: Assist Local Governments in Updating Emer. Mgmt. Plans & Procedures	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
1-C: Review/Update Responder Guide for TRU Waste Shipments										XX	XX	XX	r/u
2. Emergency Preparedness													
2-A: Conduct Responder Training and determine need for additional radiological monitoring/instrument courses	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
2-B: Conduct Training for Local Officials	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
2-C: Coordinate Medical Preparedness Training	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	r/u
2-D: Drills & Exercises													
• Assist local govts/responders in participating in drills & exercises	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
3. Shipment Monitoring													
3-A: Advance Notification													
• Receive advance notification of shipments and disseminate information as needed	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
3-B: Shipment Monitoring													
• Monitor TRU Waste Shipments	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
4. Public Information/Education													
4-A: Public Info. & Education													
• Execute communications strategy for WIPP shipments	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con
• Develop information & educational materials as needed	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	r/u
5. Administration													
5-A: Work Plan Administration	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	con

Column headed 01 (far right) indicates expected follow-on tasks:
 con = indicates that the basic task is expected to continue into program year 2016
 r/u = indicates updates to plans & procedures or refresher training may be required in subsequent years.

WIPP SUBGRANT EXPLANATION FOR DOE DISALLOWED BUDGET ITEMS
TEXAS - Recommended Revised Budget \$426,250

- Department of State Health Services
 - ITEM 1: Salaries – Recommend this item be funded as submitted.
 - ITEM 2: Fringe - Recommend this item be funded as submitted.
 - ITEM 3: Travel - Recommend this item be funded as submitted.
 - ITEM 4: Supplies & Other Operating Equipment – Recommend this item be funded as submitted.
 - ITEM 5: Indirect Costs – Recommend this item be funded as submitted.
 - Based on the above, I recommend that the Department’s Annual Budget be funded as submitted (\$215,000)

- Department of Public Safety
 - ITEM 1: Salaries – Recommend this item be funded as submitted.
 - ITEM 2: Fringe – Recommend this item be funded as submitted
 - ITEM 3: Travel: - Since TRANSCOM training is computer based there is no need to travel for this training. As a result, it is recommended that this item be disallowed and that the travel subtotal be reduced to \$2,000.
 - ITEM 4: Equipment – Upgrading software/hardware is not considered for the sole use of WIPP; therefore, the cost should be shared. Accordingly, WIPP will only pay for ½ of the upgrade. As a result, it is recommended that this item be reduced to \$1,250.
 - ITEM 5: Indirect Costs – Recommend this item be funded as submitted.
 - Based on the above, I recommend that the department’s annual budget be funded at the reduced amount of \$151,250.

- State Energy Conservation Office.
 - It is recommended that all five ITEMS be funded at the amount budgeted.
 - Based on the above statement, I recommend that the Office’s annual be budget be funder at \$60,000.

Figure 5

**FY 2015 WIPP BUDGET
STATE OF TEXAS**

	DEPARTMENT OF STATE HEALTH SERVICES	TEXAS DIVISION OF EMERGENCY MANAGEMENT	STATE ENERGY CONSERVATION OFFICE	GRAND TOTAL
SALARIES	\$130,381	\$87,679	\$41,267	\$259,327
BENEFITS	40,079	26,433	11,233	77,745
TRAVEL	8,750	3,500	6,300	18,550
DOE DISALLOWED		-1,500		-1,500
EQUIPMENT	0	2,500	0	2,500
DOE DISALLOWED		-1,250		-1,250
SUPPLIES	5,657	1,000	1,200	7,857
TOTAL DIRECT	184,867	118,362	60,000	363,229
INDIRECT COSTS	30,133	32,888	0	63,021
GRAND TOTAL	\$215,000	\$151,250	\$60,000	\$426,250

BUDGET NOTES:

Salaries include the 2% salary increase mandated by the Texas Legislature effective September 1, 2014.

FY 2015 BUDGET			
TEXAS DEPARTMENT OF STATE HEALTH SERVICES			
1. TASKS SUPPORTED:	1-A, 2-A, 2-B, 2-C, 2-D, 4-A		
2. PROJECTED EXPENDITURES:			
SALARIES			
	1.0 FTE Health Physicist II		71,151
	1.0 FTE Health Physicist I		59,230
		Subtotal	130,381
	BENEFITS (30.74% of Salaries)		40,079
TRAVEL			
	Training trips to cities and counties		6,000
	Public Outreach		1,000
	Specialized Training & Professional Development		1,750
		Subtotal	8,750
	SUPPLIES & OTHER OPERATING EQUIPMENT		5,657
	TOTAL DIRECT COSTS		184,867
	INDIRECT COSTS (16.3% of Direct Costs)		30,133
	GRAND TOTAL		215,000
3. BUDGET NOTES:			
	Includes the Texas Legislature mandated 2% salary increase for all full-time state employees effective September 1, 2014.		

FY 2015 BUDGET			
TEXAS DIVISION OF EMERGENCY MANAGEMENT			
TEXAS DEPARTMENT OF PUBLIC SAFETY			
1. TASKS SUPPORTED: 1-A, 1-B, 1-C, 2-B, 2-D, 3-A, 3-B			
2. PROJECTED EXPENDITURES:			
SALARIES			
	0.27 FTE Unit Supervisor		19,206
	1.0 FTE Planner II		48,786
	0.5 FTE Administrative Assistant		19,687
		Subtotal	87,679
BENEFITS			
	0.24 FTE Unit Supervisor		5,770
	1.0 FTE Planner II		14,898
	0.5 FTE Administrative Assistant		5,765
		Subtotal	26,433
TRAVEL			
	TRANSCOM Training & Users Group Meetings		1,500
	Emergency Planning Staff Assistance Visits		2,000
		Subtotal	3,500
EQUIPMENT			
	Upgrades to Existing Software/Hardware		2,500
		Subtotal	2,500
SUPPLIES & OTHER OPERATING EXPENSES			
			1,000
TOTAL DIRECT COSTS			121,112
INDIRECT COSTS (37.51% of Salaries)			32,888
GRAND TOTAL			154,000
3. BUDGET NOTES:			
Includes the Texas Legislature mandated 2% salary increase for all full-time state employees effective September 1, 2014, and a 7% merit salary increase.			

FY 2015 BUDGET			
STATE ENERGY CONSERVATION OFFICE			
COMPTROLLER OF PUBLIC ACCOUNTS			
1. TASKS SUPPORTED:	2-D, 5-A		
2. PROJECTED EXPENDITURES:			
	SALARIES		
	.12 FTE Program Administrator V		11,321
	.30 FTE Program Specialist V		22,770
	.15 FTE Admin Tech IV		7,176
		Subtotal	41,267
	BENEFITS (27.5% of Salaries)		11,233
	TRAVEL		
	Regional Transportation Meetings (SSEB & WGA)		3,600
	NRC Annual Conference		1,500
	WIPP Program Meetings and Training		1,200
		Subtotal	6,300
	SUPPLIES & OTHER OPERATING EXPENSES		1,200
	TOTAL DIRECT COSTS		60,000
	INDIRECT COSTS		0
	GRAND TOTAL		60,000
3. BUDGET NOTES:			
	Includes the Texas Legislature mandated 2% salary increase for all full-time state employees effective September 1, 2014.		

Attachment B
Certification Regarding Debarment, Suspension and Other
Responsibility Matters &
DOE Certifications and
Requirements from Principal Contract

PLEASE SIGN AND RETURN THIS FORM WITH THE SIGNED AGREEMENT

Certification Regarding

Debarment, Suspension and Other Responsibility Matters

Contractor certifies to the best of its knowledge and belief that it and its principals:

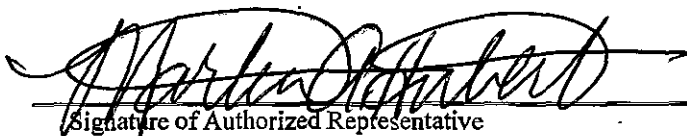
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Agency;
- (b) Have not within a three-year period preceding the date of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

CONTRACTOR: Texas Comptroller of Public Accounts, State Energy Conservation Office

Martin A. Hubert, Deputy Comptroller

Typed Name & Title of Authorized Representative



Signature of Authorized Representative


10/1/14

Date

I am unable to certify to the above statements. My explanation is attached.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract ___ b. grant ___ c. cooperative agreement ___ d. loan ___ e. loan guarantee ___ f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___ b. initial award ___ c. post-award</p>	<p>3. Report Type: ___ a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report ___</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: <u>Martin A. Hubert</u> Title: <u>Deputy Comptroller</u> Telephone No.: <u>572/463-4002</u> Date: <u>10/1/14</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement) and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? Yes No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

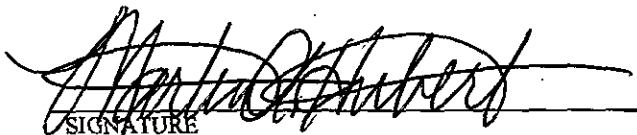
- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Texas Comptroller of Public Accounts, State Energy Conservation Office

Printed Name and Title of Authorized Representative: Martin A. Hubert, Deputy Comptroller



 SIGNATURE

10/1/14

 DATE

DOE F 1600.5
(06-94)
All Other Editions are Obsolete

U.S. Department of Energy
Assurance of Compliance

OMB Control No.
1910-0400

Nondiscrimination in Federally Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

Texas Comptroller of Public Accounts, State Energy Conservation Office (Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any

planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

Roger Mulder
Name and Title (Printed to Typed)

512 463 1866
Telephone Number

Roger Mulder, Director Parley Piser / 10-2-14
Signature Date

Texas Comptroller of Public Accounts,
State Energy Conservation Office
Applicant's Name

Telephone Number

111 E. 17th Street, Room 1118
Address:
Austin, Texas 78711

Date

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

Martin A. Hubert, Deputy Comptroller
Name and Title (Printed to Typed)

512/463 4002
Telephone Number

Martin A. Hubert
Signature

10/1/14
Date

DE-EM0003189

**SOUTHERN STATES ENERGY BOARD
(SSEB)**

**PART II
SPECIAL TERMS AND CONDITIONS**

DE-EM0003189
SOUTHERN STATES ENERGY BOARD
(SSEB)

PART II
SPECIAL TERMS AND CONDITIONS
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1. AWARD AGREEMENT TERMS AND CONDITIONS.

The Recipient and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EO), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. Some of the Department of Energy (DOE) terms and conditions herein contain, by reference or substance, a summary of the pertinent statutes, or regulations published in the Federal Register or Code of Federal Regulations (CFR), EO, OMB circulars or the assurances (Forms SF-424B [Construction], 424D [Non-Construction]). To the extent that it is a summary, such provision is not a derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular.

Except for technical data contained herein, which the Recipient asserts to be proprietary data, the Recipient agrees as a condition of this award, notwithstanding the provision of any other notice appearing on the application, that the Government or its agent shall have the right to use, duplicate, and disclose the technical data contained in the application on which this award is based. The Recipient's signature on the application and on the Assistance Agreement signifies the Recipient's agreement to all of the terms and conditions of award.

Should the Recipient believe modification of any of the terms and conditions of this award is necessary, an authorized official of the Recipient organization or, in the case of an individual, the Recipient, must submit a written request on its own behalf or on behalf of any subgrant Recipient or applicant for prior approval of the Grants Officer named in Block 16 of the Assistant Agreement.

Following this procedure is very important because many of the terms and conditions of the grant are required by statute and must be enforced by the Department of Energy.

2. RESOLUTION OF CONFLICTING CONDITIONS.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, EO, OMB circulars, DOE Financial Assistance Standard Terms and Conditions, agency standard award conditions (if any), and special award conditions. Special award conditions may amend or take precedence over DOE standard terms and conditions, on a case-by-case basis, when allowed by the DOE standard term and condition.

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator identified in Block 16 for guidance.

3. PREAWARD COSTS.

The Recipient may incur preaward costs from July 1, 2014 through the effective date of this award for costs incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of DOE. Any preaward expenditures (including those made after DOE approval) are made at the Recipient's risk and do not impose any obligation on the DOE.

4. RECIPIENT SUBMISSIONS INCLUDING PRIOR APPROVAL REQUESTS.

All Recipient submissions (applications, reports, and requests, including prior approvals) are to be addressed to the Award Administrator except as otherwise specified in writing by an authorized DOE official as determined by the Award Administrator.

All requests for prior approval must be signed by an individual who is authorized to act for the Recipient organization. The signature of the principal investigator (unless also a corporate officer or otherwise authorized) is insufficient to obtain action on a prior approval request, although countersignature by the principal investigator is not discouraged. Requests for

budget revisions shall be made using the same budget format as used in applying for the grant and must be supported by a narrative justification. Other prior approval requests may be made by letter.

5. CHANGES IN OBJECTIVES OR SCOPE.

Any change in the objective or scope of a grant-supported project requires the prior approval of DOE. This includes changes in the phenomenon or phenomena under study and in the methodologies or experiments if they are a specific objective of the research work as stated in the application approved by DOE.

6. TRANSFER OF SUBSTANTIVE PROGRAMMATIC EFFORT.

None of the substantive effort of the project may be transferred by contract or subgrant to another organization or person without the prior approval of DOE. This provision does not apply to the procurement of equipment, supplies, materials, or general support services; these services may, however, be subject to other prior approval requirements (e.g., those found in the applicable cost principles or procurement standards).

7. NOTIFICATION OF DELAY.

If the Recipient will not complete the project within the established time frame, the Award Administrator should be notified as soon as that circumstance becomes apparent.

8. SUSPENSION AND TERMINATION.

- a. Under the provisions of 10 CFR 600.25 (Suspension and Termination) and 600.351 (Termination), DOE may suspend or terminate the award, in whole or in part (1) when the Recipient has materially failed to comply with the terms and conditions of the award or (2) for any reason by mutual agreement between DOE and the Recipient upon the request of either party.
- b. Normally, DOE action to suspend or terminate an award for cause will be taken only after DOE has informed the Recipient of any deficiency on its part and given the Recipient an opportunity to correct it. However, DOE may immediately suspend or terminate the award without prior notice when it believes such action is necessary to protect the interests of the Government.
- c. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of DOE, the Recipient could not reasonably avoid or eliminate or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the applicable Federal cost principles.
- d. Final allowable costs under a termination settlement shall be in accordance with the terms of the award, including this term, and the appropriate Federal cost principles. In no event will the total of payments under a terminated award exceed the amount obligated by DOE or the DOE pro rata share when cost-sharing was required, whichever is less.
- e. Within 90 days after the termination of the grant, the Recipient shall submit any final financial, performance, and other reports required by the terms and conditions of the award. (See 10 CFR 600.341, Monitoring and Reporting Program and Financial Performance.)
- f. A notice of termination other than by mutual agreement may be subject to review according to the provisions of 10 CFR 600.22, Disputes and Appeals.

9. CONTINUATION APPLICATION AND FUNDING.

- a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit to

the DOE Project Manager identified in Block 15 and the DOE Award Administrator identified in Block 16 of the Assistance Agreement your continuation application, which includes the following information:

- 1) A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
 - 2) A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award.
 - 3) A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.
- b. Continuation Funding. Continuation funding is contingent on (1) availability of funds; (2) substantial progress towards meeting the objectives of your approved application; (3) submittal of required reports; and (4) compliance with the terms and conditions of the award.

10. REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.

- a. Method of Payment. Payment will be made by reimbursement through the U.S. Department of Treasury ASAP system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers, in accordance with the requirements of the Debt Collection Improvement Act of 1996.
- b. Requesting Reimbursement. In order to receive payments under ASAP, Recipients will be required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. Recipients enrolled in the ASAP system do not need to submit a "Request for Advance or Reimbursement" (SF-270), for payments relating to their award. Awards that will be paid under the ASAP system will contain a special award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during the billing period.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed with the Department of Treasury.

11. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION.

- a. This award is incrementally funded on a cost reimbursement basis without fee or profit. The maximum obligation of the DOE is limited to the amount shown on the Assistance Agreement Face Page, Block 13, "Funds Obligated: Total". You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.
- b. Once the amount in Block 13 for the current budget period has been increased by DOE to the amount of the Government share of the Total Amount shown in Block 12 of the Assistance Agreement, the Recipient shall be

expected to bring this phase of the project (covered by the current budget period) to its conclusion within the amount of funds then provided and there is no commitment by DOE to provide any additional funding to the Recipient.

- c. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted to the Grants Officer who shall make the final determination on such requests and notify the Recipient in writing. There is no cost sharing requirement for this award.
- d. This award is subject to a refund of unexpended funds to DOE.

12. BUDGET CHANGES AND TRANSFER OF FUNDS AMONG CATEGORIES.

- a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted in writing to the Grants Officer who shall make the final determination on such requests and notify the Recipient in writing.
- b. Transfers of funds by the Recipient among direct cost categories are permitted for awards in which the Federal share of the project is \$100,000 or less. For awards in which the Federal share of the project exceeds \$100,000, transfers of funds must be approved in writing by the Grants Officer when the cumulative amount of such transfers exceed 10 percent of the current total Federal and non-Federal funds authorized by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same criteria applies to the cumulative amount of transfer of funds among programs, functions, and activities. Transfers will not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the Recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior approval.
- c. The Recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, except as provided herein, without written prior approval of the Grants Officer.

13. REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS.

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.
- c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Grants Officer.

14. ANNUAL DIRECT COST PROPOSAL AND RECONCILIATION (OCT 2004).

- a. In accordance with the applicable cost principles, you must submit an annual indirect cost proposal, reconciled to your financial statements, within six months after the close of each fiscal year, unless you have negotiated a predetermined or fixed indirect rate(s) or fixed amount for indirect or facilities and administration (F&A) costs.
- b. You should submit your annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If DOE is the cognizant agency, send your proposal to the Cognizant Department of Energy Office (CDO). If you do not have a cognizant agency or if you do not know your DOE CDO, contact the DOE Award Administrator identified in Block 16 of the Assistance Agreement.

15. ALLOWABLE COSTS/APPLICABLE COST PRINCIPLES.

- a. In accordance with the applicable cost principles cited below, the allowable costs of this grant shall consist of the actual allowable direct costs incident to performance of the project, plus the allocable portion of the allowable indirect costs, if any, of the organization, less applicable credits. The allowable costs shall not exceed the amount shown on the face page of this award for the total approved budget for the current budget period.
- b. The allowability of costs for work performed under this grant and any subsequent subaward will be determined in accordance with the Federal cost principles applicable to the Recipient or subrecipient in effect on the date of award or the date of the subaward, except as modified by other provisions of this grant or the subaward. The Recipient or subrecipient shall specify in any cost-reimbursement contract under the grant or subaward the applicable cost principles cited in this provision that apply to the contractor.
- c. The Federal cost principles applicable to specific types of Recipients, subrecipients, and contractors under grants and subawards are as follows:
 - 1) Institutions of Higher Education. Office of Management and Budget (OMB) Circular A-21, "Cost Principles For Educational Institutions," is applicable to both public and private colleges and universities.
 - 2) State and Local Governments and Indian Tribal Governments. OMB Circular A-87, "Cost Principles for State and Local Governments," is applicable to State, local, and Indian tribal governments.
 - 3) Hospitals. Title 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals," applies to nonprofit and for-profit hospitals.
 - 4) Other Nonprofit Organizations and Individuals. OMB Circular A-122, "Cost Principles for Nonprofit Organizations," applies to nonprofit organizations and individuals, except for those specifically exempted by the terms of the circular or those nonprofit organizations and individuals covered by the cost principles cited elsewhere in this term.
 - 5) Commercial Firms and Certain Nonprofit Organizations. Title 48 CFR Subpart 31.2, "Contracts with Commercial Organizations," as supplemented by 48 CFR Subpart 931.2, applies to those nonprofit organizations not covered by OMB Circular A-122, and to all commercial organizations.

16. NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES.

Recipients of financial assistance are cautioned to carefully review the allowable cost and other provisions applicable to expenditures under their particular award instruments. If financial assistance funds are spent for purposes or in amounts inconsistent with the allowable cost or any other provisions governing expenditures in an award instrument, the Government may pursue a number of remedies against the Recipient, including in appropriate circumstances, recovery of such funds, termination of the award, suspension or debarment of the Recipient from future awards, and criminal prosecution for false statements.

17. LOBBYING RESTRICTIONS.

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913, Lobbying With Appropriated Moneys. This restriction is in addition to those prescribed elsewhere in statute and regulation.

18. AUDITS.

Recipients that expend \$500,000 or more in a year under Federal awards are subject to the audit requirements of 10 CFR 600.316, Audits, and are responsible for compliance with those requirements. An electronic version of 10 CFR 600 may be accessed at <http://www.gpoaccess.gov/ecfi/>. (Once at the website, select "Title 10 - Energy" at the "Browse" dropdown menu, "500-699" under "Browse Parts", and "600" under "Subchapter H--Assistance Regulations".)

19. FINAL INCURRED COST AUDIT.

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount of funding considering the recommendations on disallowed costs resulting from the award:

20. USE OF PROGRAM INCOME.

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

21. STATEMENT OF FEDERAL STEWARDSHIP.

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to insure that the award objectives have been accomplished.

22. SITE VISITS.

DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

23. REPORTING REQUIREMENTS.

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, included in Part IV herein. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE SciTech Connect website (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE SciTech Connect (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the DOE Information Bridge, must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

24. PUBLICATIONS.

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [Add Other Agencies] under Award Number(s) [Enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

25. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS.

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

26. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION.

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award. A list of all intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at http://www.energy.gov/sites/prod/files/gcprod/documents/Intellectual_Property_%28IP%29_Service_Providers_for_Acquisition.pdf.

27. REAL AND TANGIBLE PERSONAL PROPERTY.

a. Real and Tangible Personal Property.

- 1) No real property may be acquired under this award.
- 2) Equipment and supplies acquired by the Recipient with Federal funds:

Equipment

The Recipient shall be accountable for equipment under the grant with a unit acquisition cost of \$5,000 or more, in accordance with 10 CFR 600.320 – 10 CFR 600.323.

Supplies

Any unused supplies that exceed an aggregate fair market value of \$5,000 must be accounted for during closeout of the award. The Recipient may retain these supplies under the following conditions:

- Supplies are needed for other Federally-sponsored projects or programs.
 - The Recipient shall compensate DOE for its share for those supplies that are sold or used on non-Federally sponsored activities.
- 3) Title to equipment purchased under this award lies with the Government. It may be transferred to the Recipient where such transfer would be more cost effective than recovery of the property by the Government.
 - 4) All Recipients shall follow property management policies and procedures that provide for adequate control of the acquisition and use of the assets acquired under the grant.

- b. In the event of resale or donation of any property acquired in connection with this award, the Recipient must adhere to any and all non-proliferation or export control requirements or prohibitions. Any export or attempt to export property that is subject to United States export controls under Code of Federal Regulations Titles 10, 15, 22 and 31 is prohibited. Property may contain or have attached to it or connected with it, technical data whose export is also restricted by statute. Dissemination of or attempted dissemination of these data may result in administrative, civil or criminal penalties.

- c. If there is any doubt or question, the Recipient should contact the Property Officer. The name and telephone number of the Property Officer are available from the Award Administrator.
- d. Any equipment acquired in connection with this award shall be used, managed and disposed of in accordance with 10 CFR 600.232, Equipment, and 600.321, Real Property and Equipment.

28. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS.

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

29. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP.

- a. You shall immediately notify the DOE Award Administrator of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Grants Officer.

30. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS.

a. Definitions

For purposes of this award term:

1. System for Award Management (SAM) is the official U.S. Government repository into which an entity must provide information required for the conduct of business as a Recipient. The SAM consolidated the capabilities of the Central Contractor Registry (CCR), the Federal Agency Registration (Fedreg), Online Representations and Certifications Application, the Excluded Parties List System (EPLS), and the Catalog of Federal Domestic Assistance into one new system.
2. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/#1>).
3. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

4. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a) A Governmental organization, which is a state, local government, or Indian Tribe;
- b) A foreign public entity;
- c) A domestic or foreign nonprofit organization;
- d) A domestic or foreign for-profit organization; and
- e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

5. Subaward:

- a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient.
- b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

6. Subrecipient means an entity that:

- a) Receives a subaward from you under this award; and
- b) Is accountable to you for the use of the Federal funds provided by the subaward.

b. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, Types of Receipt and Subrecipient Entities, you as the Recipient must maintain the currency of your information in the CCR (via www.sam.gov) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

c. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

31. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS.

For this award, DOE has made a final NEPA determination for all activities under this award that are listed in the Project Description formally approved by DOE through incorporation into and attached to this award. You (Recipient) may proceed with the activities as described in the Project Description. This NEPA determination is specific to the project as described in the Project Description formally approved by DOE through incorporation into and attached to the award.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you later add or modify the activities in the above-referenced Project Description, you must submit the revised Project Description to the DOE Program Manager. Those additions or modifications are subject to review by the NEPA Compliance Officer and approval by the DOE's Grants Officer. You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: *[Activities that cannot be performed before the NEPA clearance or decision is completed – NOT APPLICABLE]*. This restriction does not preclude you from: *[activities that can be performed before the NEPA clearance or decision is completed – NOT APPLICABLE]*. If you move forward with activities that are not authorized for federal funding by the DOE Grants Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

32. DESIGNATED KEY PERSONNEL.

- a. The principal investigator is named in Block 14 of the Assistance Agreement. Other key personnel, if any, are listed in the attached "Special Terms and Conditions."
- b. Since the DOE decision to fund a project is based, to a significant extent, on the qualifications and level of participation of the principal investigator, a change of principal investigator or of the level of effort of the principal investigator is considered a change in the approved project. There shall be only one principal investigator at any one time during the performance of this grant. Departmental approval must be obtained prior to any change of the principal investigator or, in certain cases, others who have been identified as key personnel in the "Special Terms and Conditions" of the grant. In addition, any absence of the principal investigator or plans for the principal investigator to become substantially less involved in the project than was indicated in the approved grant application requires Departmental approval. The Recipient is encouraged to contact DOE immediately upon becoming aware that any of these changes are likely to be proposed, but in any event must do so and receive Departmental approval before effecting any such change.
- c. The Recipient represents that it is the primary source of employment of the principal investigator at the time of the award of this grant, and agrees it will continue to be such during the project period of the grant. Additionally, the principal investigator is expected to devote a considerable part of his or her time to the project, in no case less than 20 hours (average) per week, for the duration of the project.
- d. "Primary employment" means that more than one-half of the principal investigator's time, but no less than 20 hours (average) per week, is spent in the employment of the Recipient and that the principal investigator is not employed full time by any other entity.

33. DOE PROJECT OFFICER.

- a. The individual identified in Block 15 of the Assistance Agreement as the Program Manager.
- b. The PM is responsible for:
 - Monitoring the research efforts being conducted by the Recipient under the scope of this award;
 - Advising the Grants Officer on technical matters related to administration of the award; including progress and status of the Recipient's efforts/research; and,
 - Providing technical advice and guidance to the Recipient in order to assist both the (research) efforts of the Recipient and the Recipient's adherence to the terms and conditions of the award.
- c. The PM does not have the authority to:

- Cause an increase or decrease in the total estimated cost of, or the time required for, the (research) effort being completed;
- Cause any change in the express terms and conditions of the award;
- Cause any change in the objectives or scope of the effort being supported;
- Act in the capacity of the Grants Officer by issuing any approval or disapproval required by the terms and conditions of the award; or,
- Interfere with the Recipient's right to perform under the terms and conditions of the award.

34. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. **You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.**
 - ii. **For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)**
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received;
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- i. in the subrecipient's preceding fiscal year, the subrecipient received;
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the Recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the Recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

35. SUBCONTRACT APPROVALS.

- a. At Risk Notice. The Recipient must obtain written approval by the Grants Officer for reimbursement of costs associated with subcontractor/activities listed in paragraph (b) below. No funds shall be expended on the subcontracts supporting the tasks identified in paragraph (b) unless DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these tasks, until approval is provided in writing by the Grants Officer.
- 1) If the subcontract is less than \$100,000, the Recipient must submit a Statement of Project Objectives, and a basis of estimate with the request.
 - 2) If the subcontract is \$100,000 or more, the Recipient must submit a Statement of Objectives, SF 424A—Budget Information—Non-Construction Programs, and a Budget Justification.
- b. Grants Officer approval as set out above is requested for the following:

TASK #	ACTIVITY	SUBCONTRACTOR(S) (if known)	TOTAL AMOUNT (\$)
N/A			

The Grants Officer may require additional information concerning these tasks prior to providing written approval.

- c. Upon written approval by the Grants Officer, the Recipient may then receive payment for the tasks identified in paragraph (b) above for allowable costs incurred, or DOE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

[Special Notes for Subcontractor Approval Provision:

When the prime Recipient issues a solicitation for awards and subawards or subcontracts and it is approved as part of the project, it is generally not necessary to add a subcontract approval clause, unless the Program Manager or Grants Officer sees a compelling reason to do so.

Depending on the nature of the potential subawards, it may be necessary to add a provision in the NEPA clause requiring subrecipients to submit an Environmental Checklist and Statement of Work for DOE approval prior to commencement of work. It may also be appropriate to require EPCa determinations on subawards and subcontracts on EPCa covered prime awards (for those awards covered under EPCa 1992).

Requirements of the Quarterly Reports could include details of these subawards, such as a general description and overall dollar value.]

36. NON-DISCRIMINATION REQUIREMENTS.

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the non-discrimination requirements below:

a. STATUTORY PROVISIONS:

- 1) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*) and DOE implementing regulations published at 10 CFR Part 1040 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- 2) Title IX of the Education Amendments of 1972 (20 USC §§ 1681 *et seq.*) and DOE implementing regulations published at 10 CFR 1040 and 1042 prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DOE implementing regulations prohibiting discrimination on the basis of handicap under any program or activity receiving or benefitting from Federal assistance;

- 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 *et seq.*) and DOE implementing regulations prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- 5) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

b. Any other applicable non-discrimination law(s).

c. **OTHER PROVISIONS:**

- 1) Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR § 60-1.4(b), 1991).
- 2) EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," and DOE policy guidance, "Nondiscrimination in Federally Assisted Programs Enforcement of Title VI of the Civil Rights Act of 1964—Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency (LEP)," to Federal financial assistance Recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

d. **TITLE VII EXEMPTION FOR RELIGIOUS ORGANIZATIONS.**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

e. **DRUG-FREE WORKPLACE.**

The Recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DOE implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)", (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the Recipient take steps to provide a drug-free workplace.

**NATIONAL POLICY ASSURANCES
TO BE INCLUDED AS AWARD TERMS**

1. Nondiscrimination -

By signing or accepting funds under the agreement, the recipient agrees that it will comply with applicable provisions of the following national policies prohibiting discrimination:

Applies to:	Required by:	Additional Requirements:
Discrimination on the basis of race, color, or national origin	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. Part 600, App. A; 10 C.F.R. Part 1040; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d <i>et seq.</i>
Discrimination on the basis of race, color, religion, sex, or national origin against any person employed by or seeking employment with Government contractors or contractors performing under Federally assisted construction contracts	Grants, cooperative agreements, and any award defined at 41 C.F.R. § 60-1.3 as a "Federally assisted construction contract"	10 C.F.R. Part 600, App. A; Part III of Exec. Order No. 11,246, 30 Fed. Reg. 12,319, 12,935 (Sept. 24, 1965) ("Equal Employment Opportunity")

<p>Discrimination on the basis of sex or blindness</p>	<p>Federal financial assistance (10 C.F.R. §§ 1040.2 & 1040.3)</p>	<p>10 C.F.R. Parts 1040-1042; Section 401 of the Energy Reorganization Act of 1974, 42 U.S.C. § 5891; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681-1688</p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>
<p>Discrimination on the basis of age</p>	<p>Federal financial assistance (10 C.F.R. §§ 1040.2 & 1040.3)</p>	<p>10 C.F.R. Part 1040; Age Discrimination Act of 1975, 42 U.S.C. § 6101 <i>et seq.</i></p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>
<p>Discrimination on the basis of disability or handicap</p>	<p>Grants, entitlements, loans, cooperative agreements, contracts (other than a procurement contract or a contract of insurance or guaranty), or any other arrangement by which the agency provides or otherwise makes available assistance through funds, property, or services of Federal personnel (28 C.F.R. § 41.3)</p>	<p>10 C.F.R. §§ 1040-1041; Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. § 794</p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>

Failure to provide handicap access in the construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel)	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. Part 600, App'x A; Architectural Barriers Act of 1968, 42 U.S.C. § 4151 <i>et seq.</i>	Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)
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2. Live Organisms - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with applicable provisions of the following national policies concerning live organisms.

Applies to:	Required by:	Additional Requirements:	
Protection of the rights and welfare of individuals who serve as human test subjects	Any research that is conducted or supported by a Federal department or agency (10 C.F.R. § 745.101)	10 C.F.R. Part 745; 10 C.F.R. Part 600, App. A	Requirements flow down to subawards (10 C.F.R. § 745.101)
Provision of fair and equitable relocation to persons displaced from their homes, businesses, or farms by Federally funded or assisted programs	Grants, loans, or contributions provided by the United States, except any Federal guarantees or insurance, any interest reduction payments to an individual in connection with the purchase and occupancy of a residence by that individual, and any annual payments or capital loans to the District of Columbia (42 U.S.C. § 4601(4))	10 C.F.R. Part 600, App. A; Uniform Relocation Assistance and Land Acquisition Policies Act, 42 U.S.C. § 4601 <i>et seq.</i> ; 49 C.F.R. Part 24	Requirements flow down to subawards (10 C.F.R. § 600.2)

Prohibition on trafficking in persons	Grants, contracts, and cooperative agreements (22 U.S.C. § 7104(g))	Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7101 et seq. (see particularly § 7104(g)); 2 C.F.R. Part 175	Requirements flow down to subawards (2 C.F.R. § 175.15)
Humane transportation, handling, care, and treatment of animals used in research experiments or testing	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. Part 600, App'x A; 10 C.F.R. § 602.10(c)	Requirements flow down to subawards (10 C.F.R. § 600.2)

3. Environmental Standards - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following environmental laws and regulations:

Applies to:	Required by:	Additional Requirements:	
The Clean Water Act	Entities that enter into agreements of any type	10 C.F.R. Part 600, App. A; Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. § 1251 et seq.; 33 U.S.C. § 1368; Exec. Order No. 11,738, 38 Fed. Reg. 25,161 (Sept. 10, 1973)	Requirements flow down to subawards
The Clean Air Act	Entities that enter into agreements of any type with the Federal government	10 C.F.R. Part 600, App'x A; Air Pollution Control Act ("Clean Air Act"), 42 U.S.C. § 7401 et seq.	Requirements flow down to subawards

The Resource Conservation and Recovery Act (RCRA)	State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds (10 C.F.R. § 600.116)	10 C.F.R. §§ 600.116 and 600.149; Resource Conservation and Recovery Act, 42 U.S.C. § 6901 <i>et seq.</i> (see <i>particularly</i> § 6962)	Recipients' procurements must comply with the requirements of RCRA (10 C.F.R. § 600.149)
The Lead-Based Paint Poisoning Prevention Act	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App. A; Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b)	Requirements flow down to subawards (10 C.F.R. § 600.2)

4. Potential Environmental Impacts - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will immediately notify the awarding agency any potential impacts that activities conducted under the funding agreement may have on the following areas and resources:

	Applicable	Required by	Additional Requirements
The quality of the human environment	Competitive and limited-source procurements, awards of financial assistance by a competitive process, and joint ventures entered into as a result of competitive solicitations (10 C.F.R. § 1021.216(a))	10 C.F.R. Part 600, App. A; 10 C.F.R. Part 1021; National Environmental Policy Act, 42 U.S.C. § 4321 <i>et seq.</i>	NEPA review covers subrecipient activities

<p>Flood-prone areas and wetlands</p>	<p>Any agreement, the purpose of which is to carry out an agency "action" as that word is defined in 10 C.F.R. § 1022.4</p>	<p>10 C.F.R. Part 600, App'x A; Protection of Wetlands and Floodplains, 10 C.F.R. Part 1022; Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq.</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>The use of land and water resources in coastal zones</p>	<p>Any "Federal Agency Activity" (as defined at 15 C.F.R. § 930.31(a)) that may affect any coastal resource of States with approved coastal management programs. (15 C.F.R. § 930.33). Per 10 C.F.R. Part 600, this applies to grants, cooperative agreements, and subawards. (10 C.F.R. § 600.3).</p>	<p>10 C.F.R. Part 600, App'x A; Coastal Zone Management Act, 16 U.S.C. § 1451 et seq.; 15 C.F.R. Part 930</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Existing or proposed components of the national Wild and Scenic Rivers System</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Wild and Scenic Rivers Act, 16 U.S.C. § 1271 et seq.</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Barriers along the Atlantic and Gulf Coast and Great Lake shores</p>	<p>Cooperative agreements, loans, grants, guaranties, insurance, payments, rebates, subsidies, or any other form of direct or indirect financial assistance except for payments or actions provided in 16 U.S.C. § 3502(3)(A)-(D)</p>	<p>Coastal Barriers Resource Act, 16 U.S.C. § 3501 et seq.</p>	<p>Requirements flow down to subawards (16 U.S.C. § 3502)</p>

Underground drinking water	Any commitment of Federal financial assistance, whether it be through grant, contract, loan guarantee or otherwise (42 U.S.C. § 300h-3(e))	Safe Drinking Water Act, 42 U.S.C. § 300h-3(e)	
Streams and natural bodies of water that house fish and wildlife	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App. A; Fish and Wildlife Coordination Act, 16 U.S.C. § 661 <i>et seq.</i>	Requirements are generally applicable to both prime recipients and subrecipients
Significant pre-historical, historical, or archeological data that is potentially subject to irreparable loss or destruction	Grants, cooperative agreements, and other financial assistance (10 C.F.R. Part 600, App. A)	10 C.F.R. Part 600, App'x A; National Historic Preservation Act of 1966, 16 U.S.C. § 470f (regarding grant administration); Archeological and Historic Preservation Act of 1966, 16 U.S.C. § 469 <i>et seq.</i> ; Exec. Order No. 11,593, 36 Fed. Reg. 8,921 (May 13, 1971); Protection of Historic and Cultural Properties, 36 C.F.R. Part 800	Requirements are generally applicable to both prime recipients and subrecipients

5. Loobing Prohibitions - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following lobbying laws, regulations, and policies:

Applies to:	Required by:	Additional Requirements:
<p>Prohibition on political activity of state and local employees whose employment is connected to and financed with Federal funds, including but not limited to running in partisan elections, use of official authority to affect the results of an election, or coercing a state or local employee for political purposes</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; An Act to Prevent Pernicious Political Activities ("Hatch Act" of 1939), 5 U.S.C. §§ 1501-1508, 7324-7326</p> <p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on the recipient of a Federal contract, grant, loan, or cooperative agreement expending Federal funds appropriated by any Act in order to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action</p>	<p>Grants, contracts, loans, or cooperative agreements (10 C.F.R. § 601.100)</p>	<p>31 U.S.C. § 1352 requires the grantee to include certification language in the award documents for all subawards, including subcontracts, under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly</p> <p>10 C.F.R. Part 601; 31 U.S.C. § 1352</p>

Prohibition on lobbying by nonprofit organizations, as defined in 26 U.S.C. § 501(c)(4)	Federal funds constituting an award, grant, or loan (2 U.S.C. § 1611)	Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 <i>et seq.</i> (see particularly § 1611)	
Prohibition on any member of Congress being party to, or benefiting from the funding agreement	Any contract or agreement with the Federal Government (41 U.S.C. § 6306)	41 U.S.C. § 6306	

6. Health and Safety - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following health and safety laws, regulations, policies, and requirements:

Applies to	Required by	Additional Requirements
Occupational Safety and Health Administration standards for laboratories engaged in the use of hazardous chemicals	Any employer engaged in the laboratory use of hazardous chemicals, as defined in 29 C.F.R. § 1910.1450	29 C.F.R. § 1910.1450
The Public Health Service Act	Grants, cooperative agreements, and other financial assistance (10 C.F.R. Part 600, App. A)	10 C.F.R. Part 600, App'x A; Title XIV, Public Health Service Act, 42 U.S.C. § 300f <i>et seq.</i>
Persons transporting or distributing approved new drugs to clinical investigators across state lines are required to submit a marketing application to the Food and Drug Administration	Any person introducing or delivering for introduction into interstate commerce any new drug	10 C.F.R. § 35.7; Investigational New Drug Application, Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 <i>et seq.</i> (see particularly § 355)

<p>Provision of drug education and training, drug testing, employee assistance, and removal, discipline, treatment, and rehabilitation of any employees using drugs and DOE notification of drug-related actions taken</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Drug Abuse Office and Treatment Act, 42 U.S.C. § 290dd; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. § 290ddd-1</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Safe handling and transport of etiological agents</p>	<p>Entities or persons engaging in the packaging, pre-transportation, or transportation of etiological agents (49 C.F.R. § 171.1)</p>	<p>49 U.S.C. § 5101 <i>et. seq.</i>; 49 C.F.R. §§ 171-180</p>	
<p>Federal labor standards for construction, including a standard workweek</p>	<p>Contracts by, with, funded in part by, or on behalf of the Federal government (40 U.S.C. § 3701)</p>	<p>Construction Work Hours and Safety Standards Act, 40 U.S.C. § 3701 <i>et seq.</i></p>	<p>Requirements flow down to subawards (40 U.S.C. § 3701(b)(1)(B)(iii))</p>
<p>Safe handling of recombinant DNA and transgenic materials</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. § 602.10(b); NIH Guidelines for Research Involving Recombinant DNA Molecules</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on text messaging while driving a Government-owned vehicle</p>	<p>Procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after October 1, 2009 (Exec. Order No. 13,513)</p>	<p>Exec. Order No. 13,513; 74 Fed. Reg. 51,225 (Oct. 1, 2009) ("Federal Leadership on Reducing Text Messaging While Driving")</p>	

7. **National Security** - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with the following national security laws, regulations, policies, and requirements:

Applies to:	Required by:	Additional Requirements:
Cooperation with the Government in blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism	Exec. Order No. 13,224; 66 Fed. Reg. 49,079 (Sept. 23, 2001) ("Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism")	
Use of a uniform system for classifying, safeguarding, and declassifying national security information	Exec. Order No. 13,526; 75 Fed. Reg. 707 (Dec. 29, 2009) ("Classified National Security Information"), as implemented by 32 C.F.R. Parts 2001 & 2003	
Registration with the Center for Disease Control or U.S. Department of Agriculture before using select agents and toxins for research or storage	7 C.F.R. Part 331; 9 C.F.R. Part 121; 42 C.F.R. Part 73	

8. **Domestic Preference** - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following domestic preference laws, regulations, and policies:

Applies to:	Required by:	Additional Requirements:
At least fifty (50) percent of equipment, materials, or commodities procured and transferred by ocean vessel must be transported on privately owned U.S. commercial vessels	10 C.F.R. Part 600, App'x A; Cargo Preference Act, 46 U.S.C. § 55305; 46 C.F.R. § 381.7	Requirements flow down to subawards (46 C.F.R. § 381.7)

Air transport of people or property involving a country other than the United States must be performed by a U.S. carrier or under a cost-sharing arrangement with a U.S. flag carrier	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; International Air Transportation Fair Competitive Practices Act ("Fly America Act"), 49 U.S.C. § 40118	Requirements flow down to subawards (49 U.S.C. § 40118(a)(1)(A))
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9. Project Management - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following project management laws, regulations, and policies:

Applies to:	Required by:	Additional Requirements:	
The U.S. Government may recover for damage, loss, or destruction of Government property through negligence or wrongful acts	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; 31 U.S.C. § 3711	Requirements flow down to subawards (10 C.F.R. § 600.2)
Audit of project to ensure that recipient funds are expended properly by non-Federal entities	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; Single Audit Act, 31 U.S.C. § 7501 <i>et seq.</i>	Requirements flow down to subawards (10 C.F.R. § 600.2)
Prohibition on research misconduct	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. § 600.31; 10 C.F.R. Part 733	Requirements flow down to subawards (10 C.F.R. § 600.2)

<p>Exclusion of any person or company who is debarred or suspended based on fraud, waste, or poor performance from Federal financial and nonfinancial assistance and benefits</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. §§ 600.25 & 600.113; 2 C.F.R. Parts 180 & 901 (see particularly Subpart C "Responsibilities of Participants" within each section)</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prime recipients must register with the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) and report to FSRS the names and total compensation of each of the prime recipient's five most highly compensated executives and the names and total compensation of each subrecipient's five most highly compensated executives</p>	<p>Grants, cooperative agreements, loans, and other forms of Federal financial assistance subject to the Federal Funding Accountability and Transparency Act, as defined at 2 C.F.R. 170.320 (2 C.F.R. § 170.105)</p>	<p>31 U.S.C. § 6101 note); 2 C.F.R. Part 170</p>	
<p>The Paperwork Reduction Act</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Paperwork Reduction Act, 44 U.S.C. § 3501 et seq.</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>

<p>Prohibition on knowingly presenting, or causing the presentation of, a false or fraudulent claim for payment or approval to an officer or employee of the U.S. Government</p>	<p>Any person (as defined at 10 C.F.R. § 1013.2) who makes a false or fraudulent claim (as that term is defined at 10 C.F.R. § 1013.2) for payment or approval to an officer or employee of the U.S. Government</p>	<p>10 C.F.R. § 1013; Civil False Claims Act, 31 U.S.C. § 3729(a); Criminal False Claims Act, 18 U.S.C. § 287; 18 U.S.C. § 1001; False Claims Act, 31 U.S.C. §§ 3729-33; Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 <i>et seq.</i></p>	
<p>Registration of recipients for a DUNS number</p>	<p>Grants, cooperative agreements, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed or voluntary contributions, or any other financial assistance transaction that authorizes the non-Federal entity's expenditure of Federal funds, excluding technical assistance (i.e., services) or transfers of title in lieu of money (2 C.F.R. § 25.305)</p>	<p>2 C.F.R. Part 25</p>	<p>Requirements flow down to subawards (2 C.F.R. § 25.110)</p>

10. Education and Culture - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with the following educational and cultural laws, regulations, and policies

Applies to:	Required by:	Additional Requirements:
Return of Native American cultural items to their respective peoples	Native American Graves Protection and Repatriation Act, 25 U.S.C. 3001 <i>et seq.</i> ; 43 C.F.R. Part 10	
Preferences and opportunities for Indians for training and employment for Federal contracts or grants that benefit Indians or Indian organizations	Any grant, loan, contract (other than a procurement contract), or other arrangement by which a Federal agency makes or made available to a museum aid in the form of funds (43 C.F.R. § 10.2(a)(3)(iii))	Requirements flow down to subawards (25 U.S.C. § 450e)
Any contract, subcontract, grant, or agreement with or grants to Indian organizations or for the benefit of Indians (25 U.S.C. § 450e(b))	10 C.F.R. Part 600, App'x A; Indian Self-Determination and Education Act, 25 U.S.C. § 450 <i>et seq.</i> (see particularly § 450e(b))	

11. **Additional Policies** - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will make a good faith effort to comply with the following policies:

Applicable	Required by	Additional Requirements
<p>Ensure that women-owned businesses have the maximum practicable opportunity to participate in contracts awarded by any Federal agency</p>	<p>10 C.F.R. Part 600, App'x A; Exec. Order No. 12,138, 44 Fed. Reg. 29,637 (May 18, 1979) ("Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise")</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Use of the metric system</p>	<p>10 C.F.R. § 600.306; Metric Conversion Act of 1975, 15 U.S.C. § 205a et seq.; Exec. Order No. 12,770, 56 Fed. Reg. 35,801 (July 29, 1991) ("Metric Usage in Federal Government Programs")</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on the use, possession, sale, distribution, or manufacture of illegal drugs in the workplace</p>	<p>Grants and cooperative agreements (2 C.F.R. § 902.10); TIAs (2 CFR § 902.605)</p>	<p>Drug-Free Workplace Act, 41 U.S.C. § 8101 et seq.; 2 C.F.R. Part 182 & 902</p>

Attachment C
Reporting Requirements
and
Subgrant Reimbursement Forms
(Templates sent to technical/financial contacts)

SSEB SUBGRANTORS REPORTING REQUIREMENTS CHECKLIST

Subgrant Identification Number: SSEB-930WIPP-TX--2015-001

Reporting Requirements:

Frequency:

Technical Progress Report	Quarterly
Invoice-Request for Reimbursement	Monthly
Tangible Personal Property-SF-428 (All equipment over \$5000 or more)	Yearly, Final
Publications, Special Reports, Press Release	As Necessary
Final Report-Technical	Within 30 days of the subgrant end date

Special Instructions:

Please send all reports to Southern States Energy Board
6325 Amherst Court
Norcross, GA 30092
wells@sseb.org AND parson@sseb.org
(770) 242-7712; (770) 242-9956 fax

Please send all invoices to Southern States Energy Board
6325 Amherst Court
Norcross, GA 30092
sammons@sseb.org AND parson@sseb.org
(770) 242-7712; (770) 242-9956 fax

**Southern States Energy Board
Technical Progress Report**

Submitting Organization: _____

Subgrant Number: _____

Period Covered by this Report:

From: _____ **To:** _____

Prepared by: _____ **Date:** _____

Summary of Activities Performed During this Reporting Period:

(Please use as much detail and space as necessary to provide descriptions of the work completed per task and provide any deliverables as attachments. This should include schedule status, discussion of accomplishments met or why the established goals were not met, any changes in approach and a description of any product produced or technology transfer activities accomplished during this reporting period. Also include information related to travel, equipment purchases, etc.)

Summary of Activities Scheduled for the Next Reporting Period:

(Please use as much detail and space as necessary. Also include upcoming scheduled travel information, future equipment purchases, etc.)

SOUTHERN STATES ENERGY BOARD			
STATE SUBGRANT INVOICE FORM			
Request for Reimbursement			
DETAIL BREAKDOWN OF COSTS			
STATE SUBGRANT NUMBER: SSEB-930WIPP-_____			
1. Make Check Payable to: _____			
MAIL TO: _____			
2. Number of this Request: _____			
3. Period covered by this request: _____ THROUGH _____			
Billing Information Required		BILLING PERIOD	CUMULATIVE COSTS
DIRECT LABOR:			
LIST TOTAL NUMBER OF HOURS WORKED ON THE PROJECT		0	
LIST TOTAL DIRECT LABOR COST:		0.00	0.00
TOTAL OVERHEAD/FRINGE BENEFITS		0.00	0.00
TOTAL EQUIPMENT PURCHASED		0.00	0.00
Please list what was purchased. If over \$1000 please attach a copy of your receipt or purchase order. See attached list			
TOTAL TRAVEL:		0.00	0.00
Please list who traveled and the purpose/name of meeting.			
TOTAL OTHER DIRECT COSTS:		0.00	0.00
TOTAL INVOICE REQUEST:		0.00	0.00
5. Prepared By: _____		Phone Number (XXX) xxx-xxxx	Date: _____
6. SSEB APPROVAL _____		Date: _____	

**TANGIBLE PERSONAL PROPERTY REPORT
SF- 428**

		Page	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) <input type="checkbox"/> Annual Report (SF-428-A) <input type="checkbox"/> Final (Award Closeout) Report (SF-428-B) <input type="checkbox"/> Disposition Report/Request (SF-428-C)		7. Supplemental Sheet <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official	9c. Telephone (<i>area code, number, extension</i>)		
	9d. Email address		
9b. Signature of authorized Certifying Official	9e. Date report submitted (<i>Month, Day, Year</i>)		
10. Agency use only			

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. Federal Agency and Organizational Element to Which Report is Submitted. Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. DUNS. Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. EIN. Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. Recipient Organization. Enter the name and complete address, including zip code, of the recipient organization.

5. Recipient Account or Identifying Number. Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. Attachment. Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. Supplemental Sheet. Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. Comments. Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. Typed or Printed Name and Title of Authorized Certifying Official. Enter the full name and title of the recipient representative authorized to sign this report.

b. Signature of Authorized Certifying Official. Original signature of the recipient's authorized certifying official.

c. Telephone. Enter the telephone number of the individual listed in Line 9a.

d. Email address. Enter the email address of the individual listed in 9a.

e. Date report submitted. Enter the date the report is submitted to the Federal agency.

10. Agency use only. This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT Annual Report SF-428- A

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 on SF-428). Leave blank for Consolidated Annual Reports (Block 1 below)

1. Report Type (Choose One)

- (a) Individual ___ (Reporting Federally-owned property for one award)
- (b) Consolidated ___ (Reporting Federally-owned property for all awards with a Federal Agency Organizational Element)

2. Report As Of:

30 SEP ____ (YYYY)

or ___/___/___ (MM/DD/YYYY)

3. Federally-owned Property

	Description (a)	Identification (b)	Acquisition Date (c)	Acquisition Cost (d)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

4. Comments

Instructions for Federally Owned Property Annual Report: SF-428 Attachment A

A. General Instructions:

This Attachment is to be used by recipients of Federal financial assistance when required to provide annual inventory listings of Federally-owned property.

Recipients shall report Federally-owned property in their custody as of the date in Block 2 of this Attachment, including Federally-owned items they have provided to their subrecipients or contractors. The report shall list all items of Federally-owned property, regardless of dollar value, furnished by the Federal awarding agency for use under an assistance award.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant number or other identifying number assigned to the Federal financial assistance award. Leave blank if submitting a Consolidated Annual Report.

1. Report Type.

Select (a) **Individual** to report Federally-owned property for one award.

Select (b) **Consolidated** to report Federally-owned property for all awards with a Federal Organizational Element (Block 1 of the SF-428). For example, all Federally-owned property accountable to awards issued by NASA Glenn Research Center could be listed on one Consolidated Annual Report Attachment. All Federally-owned property accountable to awards with NASA Goddard Space Flight Center would be listed on a separate report. If this option is selected, in addition to the data in 3(a)-3(d), you must identify the applicable award numbers. You may use the Comments Section (for example, "NAG3-1234 Items 1-3; NAG3-5678 item 4; etc."). Alternatively, you may attach a Supplemental Sheet SF-428S or computer printout with the required information.

2. Report as of. The report shall be submitted with information accurate as of 30 September, unless the award specifies a different date. Enter the appropriate month, day and year (mm/dd/yyyy).

3. Federally-owned property. Use this section to provide the specified information for each item or attach an equivalent document, such as a computer print out with the required detail. If additional space is required, you may use Supplement Sheet SF-428S.

- a. **Description.** Provide a brief description of the item.
- b. **Identification.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- c. **Acquisition Date.** For items furnished by the Federal awarding agency, enter the date received by the recipient.
- d. **Acquisition Cost.** Enter the acquisition cost.

4. Comments. Provide any special notes or comments regarding the Federally-owned property being reported or the report itself in this block. For Consolidated Annual Report Attachments, use this section to identify the award numbers applicable to the listed items or note in this section if you are providing the required individual item information on an attached SF-428S or a computer printout.

DE-EM0003189

**SOUTHERN STATES ENERGY BOARD
(SSEB)**

**PART II
SPECIAL TERMS AND CONDITIONS**

DE-EM0003189
SOUTHERN STATES ENERGY BOARD
(SSEB)

PART II
SPECIAL TERMS AND CONDITIONS
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1. AWARD AGREEMENT TERMS AND CONDITIONS.

The Recipient and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EO), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. Some of the Department of Energy (DOE) terms and conditions herein contain, by reference or substance, a summary of the pertinent statutes, or regulations published in the Federal Register or Code of Federal Regulations (CFR), EO, OMB circulars or the assurances (Forms SF-424B [Construction], 424D [Non-Construction]). To the extent that it is a summary, such provision is not a derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular.

Except for technical data contained herein, which the Recipient asserts to be proprietary data, the Recipient agrees as a condition of this award, notwithstanding the provision of any other notice appearing on the application, that the Government or its agent shall have the right to use, duplicate, and disclose the technical data contained in the application on which this award is based. The Recipient's signature on the application and on the Assistance Agreement signifies the Recipient's agreement to all of the terms and conditions of award.

Should the Recipient believe modification of any of the terms and conditions of this award is necessary, an authorized official of the Recipient organization or, in the case of an individual, the Recipient, must submit a written request on its own behalf or on behalf of any subgrant Recipient or applicant for prior approval of the Grants Officer named in Block 16 of the Assistant Agreement.

Following this procedure is very important because many of the terms and conditions of the grant are required by statute and must be enforced by the Department of Energy.

2. RESOLUTION OF CONFLICTING CONDITIONS.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, EO, OMB circulars, DOE Financial Assistance Standard Terms and Conditions, agency standard award conditions (if any), and special award conditions. Special award conditions may amend or take precedence over DOE standard terms and conditions, on a case-by-case basis, when allowed by the DOE standard term and condition.

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator identified in Block 16 for guidance.

3. PREAWARD COSTS.

The Recipient may incur preaward costs from July 1, 2014 through the effective date of this award for costs incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of DOE. Any preaward expenditures (including those made after DOE approval) are made at the Recipient's risk and do not impose any obligation on the DOE.

4. RECIPIENT SUBMISSIONS INCLUDING PRIOR APPROVAL REQUESTS.

All Recipient submissions (applications, reports, and requests, including prior approvals) are to be addressed to the Award Administrator except as otherwise specified in writing by an authorized DOE official as determined by the Award Administrator.

All requests for prior approval must be signed by an individual who is authorized to act for the Recipient organization. The signature of the principal investigator (unless also a corporate officer or otherwise authorized) is insufficient to obtain action on a prior approval request, although countersignature by the principal investigator is not discouraged. Requests for

budget revisions shall be made using the same budget format as used in applying for the grant and must be supported by a narrative justification. Other prior approval requests may be made by letter.

5. CHANGES IN OBJECTIVES OR SCOPE.

Any change in the objective or scope of a grant-supported project requires the prior approval of DOE. This includes changes in the phenomenon or phenomena under study and in the methodologies or experiments if they are a specific objective of the research work as stated in the application approved by DOE.

6. TRANSFER OF SUBSTANTIVE PROGRAMMATIC EFFORT.

None of the substantive effort of the project may be transferred by contract or subgrant to another organization or person without the prior approval of DOE. This provision does not apply to the procurement of equipment, supplies, materials, or general support services; these services may, however, be subject to other prior approval requirements (e.g., those found in the applicable cost principles or procurement standards).

7. NOTIFICATION OF DELAY.

If the Recipient will not complete the project within the established time frame, the Award Administrator should be notified as soon as that circumstance becomes apparent.

8. SUSPENSION AND TERMINATION.

- a. Under the provisions of 10 CFR 600.25 (Suspension and Termination) and 600.351 (Termination), DOE may suspend or terminate the award, in whole or in part (1) when the Recipient has materially failed to comply with the terms and conditions of the award or (2) for any reason by mutual agreement between DOE and the Recipient upon the request of either party.
- b. Normally, DOE action to suspend or terminate an award for cause will be taken only after DOE has informed the Recipient of any deficiency on its part and given the Recipient an opportunity to correct it. However, DOE may immediately suspend or terminate the award without prior notice when it believes such action is necessary to protect the interests of the Government.
- c. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of DOE, the Recipient could not reasonably avoid or eliminate or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the applicable Federal cost principles.
- d. Final allowable costs under a termination settlement shall be in accordance with the terms of the award, including this term, and the appropriate Federal cost principles. In no event will the total of payments under a terminated award exceed the amount obligated by DOE or the DOE pro rata share when cost-sharing was required, whichever is less.
- e. Within 90 days after the termination of the grant, the Recipient shall submit any final financial, performance, and other reports required by the terms and conditions of the award. (See 10 CFR 600.341, Monitoring and Reporting Program and Financial Performance.)
- f. A notice of termination other than by mutual agreement may be subject to review according to the provisions of 10 CFR 600.22, Disputes and Appeals.

9. CONTINUATION APPLICATION AND FUNDING.

- a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit to

the DOE Project Manager identified in Block 15 and the DOE Award Administrator identified in Block 16 of the Assistance Agreement your continuation application, which includes the following information:

- 1) A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
 - 2) A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award.
 - 3) A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.
- b. Continuation Funding. Continuation funding is contingent on (1) availability of funds; (2) substantial progress towards meeting the objectives of your approved application; (3) submittal of required reports; and (4) compliance with the terms and conditions of the award.

10. REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.

- a. Method of Payment. Payment will be made by reimbursement through the U.S. Department of Treasury ASAP system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers, in accordance with the requirements of the Debt Collection Improvement Act of 1996.
- b. Requesting Reimbursement. In order to receive payments under ASAP, Recipients will be required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. Recipients enrolled in the ASAP system do not need to submit a "Request for Advance or Reimbursement" (SF-270), for payments relating to their award. Awards that will be paid under the ASAP system will contain a special award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during the billing period.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed with the Department of Treasury.

11. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION.

- a. This award is incrementally funded on a cost reimbursement basis without fee or profit. The maximum obligation of the DOE is limited to the amount shown on the Assistance Agreement Face Page, Block 13, "Funds Obligated: Total". You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.
- b. Once the amount in Block 13 for the current budget period has been increased by DOE to the amount of the Government share of the Total Amount shown in Block 12 of the Assistance Agreement, the Recipient shall be

expected to bring this phase of the project (covered by the current budget period) to its conclusion within the amount of funds then provided and there is no commitment by DOE to provide any additional funding to the Recipient.

- c. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted to the Grants Officer who shall make the final determination on such requests and notify the Recipient in writing. There is no cost sharing requirement for this award.
- d. This award is subject to a refund of unexpended funds to DOE.

12. BUDGET CHANGES AND TRANSFER OF FUNDS AMONG CATEGORIES.

- a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted in writing to the Grants Officer who shall make the final determination on such requests and notify the Recipient in writing.
- b. Transfers of funds by the Recipient among direct cost categories are permitted for awards in which the Federal share of the project is \$100,000 or less. For awards in which the Federal share of the project exceeds \$100,000, transfers of funds must be approved in writing by the Grants Officer when the cumulative amount of such transfers exceed 10 percent of the current total Federal and non-Federal funds authorized by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same criteria applies to the cumulative amount of transfer of funds among programs, functions, and activities. Transfers will not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the Recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior approval.
- c. The Recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, except as provided herein, without written prior approval of the Grants Officer.

13. REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS.

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.
- c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Grants Officer.

14. ANNUAL DIRECT COST PROPOSAL AND RECONCILIATION (OCT 2004).

- a. In accordance with the applicable cost principles, you must submit an annual indirect cost proposal, reconciled to your financial statements, within six months after the close of each fiscal year, unless you have negotiated a predetermined or fixed indirect rate(s) or fixed amount for indirect or facilities and administration (F&A) costs.
- b. You should submit your annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If DOE is the cognizant agency, send your proposal to the Cognizant Department of Energy Office (CDO). If you do not have a cognizant agency or if you do not know your DOE CDO, contact the DOE Award Administrator identified in Block 16 of the Assistance Agreement.

15. ALLOWABLE COSTS/APPLICABLE COST PRINCIPLES.

- a. In accordance with the applicable cost principles cited below, the allowable costs of this grant shall consist of the actual allowable direct costs incident to performance of the project, plus the allocable portion of the allowable indirect costs, if any, of the organization, less applicable credits. The allowable costs shall not exceed the amount shown on the face page of this award for the total approved budget for the current budget period.
- b. The allowability of costs for work performed under this grant and any subsequent subaward will be determined in accordance with the Federal cost principles applicable to the Recipient or subrecipient in effect on the date of award or the date of the subaward, except as modified by other provisions of this grant or the subaward. The Recipient or subrecipient shall specify in any cost-reimbursement contract under the grant or subaward the applicable cost principles cited in this provision that apply to the contractor.
- c. The Federal cost principles applicable to specific types of Recipients, subrecipients, and contractors under grants and subawards are as follows:
 - 1) Institutions of Higher Education. Office of Management and Budget (OMB) Circular A-21, "Cost Principles For Educational Institutions," is applicable to both public and private colleges and universities.
 - 2) State and Local Governments and Indian Tribal Governments. OMB Circular A-87, "Cost Principles for State and Local Governments," is applicable to State, local, and Indian tribal governments.
 - 3) Hospitals. Title 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals," applies to nonprofit and for-profit hospitals.
 - 4) Other Nonprofit Organizations and Individuals. OMB Circular A-122, "Cost Principles for Nonprofit Organizations," applies to nonprofit organizations and individuals, except for those specifically exempted by the terms of the circular or those nonprofit organizations and individuals covered by the cost principles cited elsewhere in this term.
 - 5) Commercial Firms and Certain Nonprofit Organizations. Title 48 CFR Subpart 31.2, "Contracts with Commercial Organizations," as supplemented by 48 CFR Subpart 931.2, applies to those nonprofit organizations not covered by OMB Circular A-122, and to all commercial organizations.

16. NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES.

Recipients of financial assistance are cautioned to carefully review the allowable cost and other provisions applicable to expenditures under their particular award instruments. If financial assistance funds are spent for purposes or in amounts inconsistent with the allowable cost or any other provisions governing expenditures in an award instrument, the Government may pursue a number of remedies against the Recipient, including in appropriate circumstances, recovery of such funds, termination of the award, suspension or debarment of the Recipient from future awards, and criminal prosecution for false statements.

17. LOBBYING RESTRICTIONS.

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913, Lobbying With Appropriated Moneys. This restriction is in addition to those prescribed elsewhere in statute and regulation.

18. AUDITS.

Recipients that expend \$500,000 or more in a year under Federal awards are subject to the audit requirements of 10 CFR 600.316, Audits, and are responsible for compliance with those requirements. An electronic version of 10 CFR 600 may be accessed at <http://www.gpoaccess.gov/ecfr/>. (Once at the website, select "Title 10 - Energy" at the "Browse" dropdown menu; "500-699" under "Browse Parts", and "600" under "Subchapter H--Assistance Regulations".)

19. FINAL INCURRED COST AUDIT.

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount of funding considering the recommendations on disallowed costs resulting from the award.

20. USE OF PROGRAM INCOME.

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

21. STATEMENT OF FEDERAL STEWARDSHIP.

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to insure that the award objectives have been accomplished.

22. SITE VISITS.

DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

23. REPORTING REQUIREMENTS.

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, included in Part IV herein. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE SciTech Connect website (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE SciTech Connect (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

24. PUBLICATIONS.

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [Add Other Agencies] under Award Number(s) [Enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

25. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS.

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

26. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION.

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award. A list of all intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at http://www.energy.gov/sites/prod/files/gcprod/documents/Intellectual_Property_%28IP%29_Service_Providers_for_Acquisition.pdf.

27. REAL AND TANGIBLE PERSONAL PROPERTY.

a. Real and Tangible Personal Property.

- 1) No real property may be acquired under this award.
- 2) Equipment and supplies acquired by the Recipient with Federal funds:

Equipment

The Recipient shall be accountable for equipment under the grant with a unit acquisition cost of \$5,000 or more, in accordance with 10 CFR 600.320 – 10 CFR 600.323.

Supplies

Any unused supplies that exceed an aggregate fair market value of \$5,000 must be accounted for during closeout of the award. The Recipient may retain these supplies under the following conditions:

- Supplies are needed for other Federally-sponsored projects or programs.
 - The Recipient shall compensate DOE for its share for those supplies that are sold or used on non-Federally sponsored activities.
- 3) Title to equipment purchased under this award lies with the Government. It may be transferred to the Recipient where such transfer would be more cost effective than recovery of the property by the Government.
 - 4) All Recipients shall follow property management policies and procedures that provide for adequate control of the acquisition and use of the assets acquired under the grant.

- b. In the event of resale or donation of any property acquired in connection with this award, the Recipient must adhere to any and all non-proliferation or export control requirements or prohibitions. Any export or attempt to export property that is subject to United States export controls under Code of Federal Regulations Titles 10, 15, 22 and 31 is prohibited. Property may contain or have attached to it or connected with it, technical data whose export is also restricted by statute. Dissemination of or attempted dissemination of these data may result in administrative, civil or criminal penalties.

- c. If there is any doubt or question, the Recipient should contact the Property Officer. The name and telephone number of the Property Officer are available from the Award Administrator.
- d. Any equipment acquired in connection with this award shall be used, managed and disposed of in accordance with 10 CFR 600.232, Equipment, and 600.321, Real Property and Equipment.

28. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS.

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

29. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP.

- a. You shall immediately notify the DOE Award Administrator of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Grants Officer.

30. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS.

a. Definitions

For purposes of this award term:

- 1. System for Award Management (SAM) is the official U.S. Government repository into which an entity must provide information required for the conduct of business as a Recipient. The SAM consolidated the capabilities of the Central Contractor Registry (CCR), the Federal Agency Registration (Fedreg), Online Representations and Certifications Application, the Excluded Parties List System (EPLS), and the Catalog of Federal Domestic Assistance into one new system.
- 2. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/#1>).
- 3. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

4. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a) A Governmental organization, which is a state, local government, or Indian Tribe;
 - b) A foreign public entity;
 - c) A domestic or foreign nonprofit organization;
 - d) A domestic or foreign for-profit organization; and
 - e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
5. Subaward:
 - a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient.
 - b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
6. Subrecipient means an entity that:
 - a) Receives a subaward from you under this award; and
 - b) Is accountable to you for the use of the Federal funds provided by the subaward.

b. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, Types of Receipt and Subrecipient Entities, you as the Recipient must maintain the currency of your information in the CCR (via www.sam.gov) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

c. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

31. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS.

For this award, DOE has made a final NEPA determination for all activities under this award that are listed in the Project Description formally approved by DOE through incorporation into and attached to this award. You (Recipient) may proceed with the activities as described in the Project Description. This NEPA determination is specific to the project as described in the Project Description formally approved by DOE through incorporation into and attached to the award.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you later add or modify the activities in the above-referenced Project Description, you must submit the revised Project Description to the DOE Program Manager. Those additions or modifications are subject to review by the NEPA Compliance Officer and approval by the DOE's Grants Officer. You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: *[Activities that cannot be performed before the NEPA clearance or decision is completed – NOT APPLICABLE]*. This restriction does not preclude you from: *[activities that can be performed before the NEPA clearance or decision is completed – NOT APPLICABLE]*. If you move forward with activities that are not authorized for federal funding by the DOE Grants Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

32. DESIGNATED KEY PERSONNEL.

- a. The principal investigator is named in Block 14 of the Assistance Agreement. Other key personnel, if any, are listed in the attached "Special Terms and Conditions."
- b. Since the DOE decision to fund a project is based, to a significant extent, on the qualifications and level of participation of the principal investigator, a change of principal investigator or of the level of effort of the principal investigator is considered a change in the approved project. There shall be only one principal investigator at any one time during the performance of this grant. Departmental approval must be obtained prior to any change of the principal investigator or, in certain cases, others who have been identified as key personnel in the "Special Terms and Conditions" of the grant. In addition, any absence of the principal investigator or plans for the principal investigator to become substantially less involved in the project than was indicated in the approved grant application requires Departmental approval. The Recipient is encouraged to contact DOE immediately upon becoming aware that any of these changes are likely to be proposed, but in any event must do so and receive Departmental approval before effecting any such change.
- c. The Recipient represents that it is the primary source of employment of the principal investigator at the time of the award of this grant, and agrees it will continue to be such during the project period of the grant. Additionally, the principal investigator is expected to devote a considerable part of his or her time to the project, in no case less than 20 hours (average) per week, for the duration of the project.
- d. "Primary employment" means that more than one-half of the principal investigator's time, but no less than 20 hours (average) per week, is spent in the employment of the Recipient and that the principal investigator is not employed full time by any other entity.

33. DOE PROJECT OFFICER.

- a. The individual identified in Block 15 of the Assistance Agreement as the Program Manager.
- b. The PM is responsible for:
 - Monitoring the research efforts being conducted by the Recipient under the scope of this award;
 - Advising the Grants Officer on technical matters related to administration of the award; including progress and status of the Recipient's efforts/research; and,
 - Providing technical advice and guidance to the Recipient in order to assist both the (research) efforts of the Recipient and the Recipient's adherence to the terms and conditions of the award.
- c. The PM does not have the authority to:

- Cause an increase or decrease in the total estimated cost of, or the time required for, the (research) effort being completed;
- Cause any change in the express terms and conditions of the award;
- Cause any change in the objectives or scope of the effort being supported;
- Act in the capacity of the Grants Officer by issuing any approval or disapproval required by the terms and conditions of the award; or,
- Interfere with the Recipient's right to perform under the terms and conditions of the award.

34. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.I. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received;
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

i. in the subrecipient's preceding fiscal year, the subrecipient received;

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the Recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the Recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

35. SUBCONTRACT APPROVALS.

a. **At Risk Notice.** The Recipient must obtain written approval by the Grants Officer for reimbursement of costs associated with subcontractor/activities listed in paragraph (b) below. No funds shall be expended on the subcontracts supporting the tasks identified in paragraph (b) unless DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these tasks, until approval is provided in writing by the Grants Officer.

- 1) If the subcontract is less than \$100,000, the Recipient must submit a Statement of Project Objectives, and a basis of estimate with the request.
- 2) If the subcontract is \$100,000 or more, the Recipient must submit a Statement of Objectives, SF 424A—Budget Information—Non-Construction Programs, and a Budget Justification.

b. Grants Officer approval as set out above is requested for the following:

TASK #	ACTIVITY	SUBCONTRACTOR(S) (if known)	TOTAL AMOUNT (\$)
N/A			

The Grants Officer may require additional information concerning these tasks prior to providing written approval.

c. Upon written approval by the Grants Officer, the Recipient may then receive payment for the tasks identified in paragraph (b) above for allowable costs incurred, or DOE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

[Special Notes for Subcontractor Approval Provision:

When the prime Recipient issues a solicitation for awards and subawards or subcontracts and it is approved as part of the project, it is generally not necessary to add a subcontract approval clause, unless the Program Manager or Grants Officer sees a compelling reason to do so.

Depending on the nature of the potential subawards, it may be necessary to add a provision in the NEPA clause requiring subrecipients to submit an Environmental Checklist and Statement of Work for DOE approval prior to commencement of work. It may also be appropriate to require EPA Act determinations on subawards and subcontracts on EPA Act covered prime awards (for those awards covered under EPA Act 1992).

Requirements of the Quarterly Reports could include details of these subawards, such as a general description and overall dollar value.]

36. NON-DISCRIMINATION REQUIREMENTS.

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the non-discrimination requirements below:

a. **STATUTORY PROVISIONS:**

- 1) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and DOE implementing regulations published at 10 CFR Part 1040 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- 2) Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.) and DOE implementing regulations published at 10 CFR 1040 and 1042 prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DOE implementing regulations prohibiting discrimination on the basis of handicap under any program or activity receiving or benefitting from Federal assistance;

- 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 *et seq.*) and DOE implementing regulations prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- 5) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

b. Any other applicable non-discrimination law(s).

c. **OTHER PROVISIONS:**

- 1) Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR § 60-1.4(b), 1991).
- 2) EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," and DOE policy guidance, "Nondiscrimination in Federally Assisted Programs Enforcement of Title VI of the Civil Rights Act of 1964—Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency (LEP)," to Federal financial assistance Recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

d. **TITLE VII EXEMPTION FOR RELIGIOUS ORGANIZATIONS.**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

e. **DRUG-FREE WORKPLACE.**

The Recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DOE implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)", (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the Recipient take steps to provide a drug-free workplace.

**NATIONAL POLICY ASSURANCES
TO BE INCLUDED AS AWARD TERMS**

1. Nondiscrimination -

By signing or accepting funds under the agreement, the recipient agrees that it will comply with applicable provisions of the following national policies prohibiting discrimination:

Applicator	Required by	Additional Requirements
Discrimination on the basis of race, color, or national origin	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. Part 600, App. A; 10 C.F.R. Part 1040; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d <i>et seq.</i>
Discrimination on the basis of race, color, religion, sex, or national origin against any person employed by or seeking employment with Government contractors or contractors performing under Federally assisted construction contracts	Grants, cooperative agreements, and any award defined at 41 C.F.R. § 60-1.3 as a "Federally assisted construction contract"	10 C.F.R. Part 600, App. A; Part III of Exec. Order No. 11,246, 30 Fed. Reg. 12,319, 12,935 (Sept. 24, 1965) ("Equal Employment Opportunity")

<p>Discrimination on the basis of sex or blindness</p>	<p>Federal financial assistance (10 C.F.R. §§ 1040.2 & 1040.3)</p>	<p>10 C.F.R. Parts 1040-1042; Section 401 of the Energy Reorganization Act of 1974, 42 U.S.C. § 5891; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681-1688</p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>
<p>Discrimination on the basis of age</p>	<p>Federal financial assistance (10 C.F.R. §§ 1040.2 & 1040.3)</p>	<p>10 C.F.R. Part 1040; Age Discrimination Act of 1975, 42 U.S.C. § 6101 <i>et seq.</i></p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>
<p>Discrimination on the basis of disability or handicap</p>	<p>Grants, entitlements, loans, cooperative agreements, contracts (other than a procurement contract or a contract of insurance or guaranty), or any other arrangement by which the agency provides or otherwise makes available assistance through funds, property, or services of Federal personnel (28 C.F.R. § 41.3)</p>	<p>10 C.F.R. §§ 1040-1041; Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. § 794</p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89-2)</p>

<p>Failure to provide handicap access in the construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel)</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. Part 600; App'x A; Architectural Barriers Act of 1968, 42 U.S.C. § 4151 <i>et seq.</i></p>	<p>Requirements flow down to subawards (10 C.F.R. §§ 1040.83 & 89.2)</p>
<p>2. Live Organisms - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with applicable provisions of the following national policies concerning live organisms:</p>			
<p>Protection of the rights and welfare of individuals who serve as human test subjects</p>	<p>Any research that is conducted or supported by a Federal department or agency (10 C.F.R. § 745.101)</p>	<p>10 C.F.R. Part 745; 10 C.F.R. Part 600, App. A</p>	<p>Requirements flow down to subawards (10 C.F.R. § 745.101)</p>
<p>Provision of fair and equitable relocation to persons displaced from their homes, businesses, or farms by Federally funded or assisted programs</p>	<p>Grants, loans, or contributions provided by the United States, except any Federal guarantees or insurance, any interest reduction payments to an individual in connection with the purchase and occupancy of a residence by that individual, and any annual payments or capital loans to the District of Columbia (42 U.S.C. § 4601(4))</p>	<p>10 C.F.R. Part 600, App. A; Uniform Relocation Assistance and Land Acquisition Policies Act, 42 U.S.C. § 4601 <i>et seq.</i>; 49 C.F.R. Part 24</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>

Prohibition on trafficking in persons	Grants, contracts, and cooperative agreements (22 U.S.C. § 7104(g))	Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7101 <i>et seq.</i> (see particularly § 7104(g)); 2 C.F.R. Part 175	Requirements flow down to subawards (2 C.F.R. § 175.15)
Humane transportation, handling, care, and treatment of animals used in research experiments or testing	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. Part 600, App'x A; 10 C.F.R. § 602.10(c)	Requirements flow down to subawards (10 C.F.R. § 600.2)

3. Environmental Standards - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following environmental laws and regulations:

Applicable to:	Required by:	Additional Requirements:	
The Clean Water Act	Entities that enter into agreements of any type	10 C.F.R. Part 600, App. A; Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. § 1251 <i>et seq.</i> ; 33 U.S.C. § 1368; Exec. Order No. 11,738, 38 Fed. Reg. 25,161 (Sept. 10, 1973)	Requirements flow down to subawards
The Clean Air Act	Entities that enter into agreements of any type with the Federal government	10 C.F.R. Part 600, App'x A; Air Pollution Control Act ("Clean Air Act"), 42 U.S.C. § 7401 <i>et seq.</i>	Requirements flow down to subawards

<p>The Resource Conservation and Recovery Act (RCRA)</p>	<p>State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds (10 C.F.R. § 600.116)</p>	<p>10 C.F.R. §§ 600.116 and 600.149; Resource Conservation and Recovery Act, 42 U.S.C. § 6901 <i>et seq.</i> (see particularly § 6962)</p>	<p>Recipients' procurements must comply with the requirements of RCRA (10 C.F.R. § 600.149)</p>
<p>The Lead-Based Paint Poisoning Prevention Act</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App. A; Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b)</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>

4. Potential Environmental Impacts - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will immediately notify the awarding agency any potential impacts that activities conducted under the funding agreement may have on the following areas and resources:

Applies to	Required by	Additional Requirements
<p>The quality of the human environment</p>	<p>10 C.F.R. Part 600, App. A; 10 C.F.R. Part 1024; National Environmental Policy Act; 42 U.S.C. § 4321 <i>et seq.</i></p>	<p>NEPA review covers subrecipient activities</p>
<p>Competitive and limited-source procurements; awards of financial assistance by a competitive process, and joint ventures entered into as a result of competitive solicitations (10 C.F.R. § 1021.216(a))</p>		

Flood-prone areas and wetlands	Any agreement, the purpose of which is to carry out an agency "action" as that word is defined in 10 C.F.R. § 1022.4	10 C.F.R. Part 600, App'x A; Protection of Wetlands and Floodplains, 10 C.F.R. Part 1022; Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq.	Requirements flow down to subawards (10 C.F.R. § 600.2)
The use of land and water resources in coastal zones	Any "Federal Agency Activity" (as defined at 15 C.F.R. § 930.31(a)) that may affect any coastal resource of States with approved coastal management programs. (15 C.F.R. § 930.33). Per 10 C.F.R. Part 600, this applies to grants, cooperative agreements, and subawards. (10 C.F.R. § 600.3).	10 C.F.R. Part 600, App'x A; Coastal Zone Management Act, 16 U.S.C. § 1451 et seq.; 15 C.F.R. Part 930	Requirements flow down to subawards (10 C.F.R. § 600.2)
Existing or proposed components of the national Wild and Scenic Rivers System	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; Wild and Scenic Rivers Act, 16 U.S.C. § 1271 et seq.	Requirements flow down to subawards (10 C.F.R. § 600.2)
Barriers along the Atlantic and Gulf Coast and Great Lake shores	Cooperative agreements, loans, grants, guaranties, insurance, payments, rebates, subsidies, or any other form of direct or indirect financial assistance except for payments or actions provided in 16 U.S.C. § 3502(3)(A)-(D)	Coastal Barriers Resource Act, 16 U.S.C. § 3501 et seq.	Requirements flow down to subawards (16 U.S.C. § 3502)

Underground drinking water	Any commitment of Federal financial assistance, whether it be through grant, contract, loan guarantee or otherwise (42 U.S.C. § 300h-3(e))	Safe Drinking Water Act, 42 U.S.C. § 300h-3(e)	
Streams and natural bodies of water that house fish and wildlife	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App. A; Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq.	Requirements are generally applicable to both prime recipients and subrecipients
Significant pre-historical, historical, or archeological data that is potentially subject to irreparable loss or destruction	Grants, cooperative agreements, and other financial assistance (10 C.F.R. Part 600, App. A)	10 C.F.R. Part 600, App'x A; National Historic Preservation Act of 1966, 16 U.S.C. § 470f (regarding grant administration); Archeological and Historic Preservation Act of 1966, 16 U.S.C. § 469 et seq.; Exec. Order No. 11,593, 36 Fed. Reg. 8,921 (May 13, 1971); Protection of Historic and Cultural Properties, 36 C.F.R. Part 800	Requirements are generally applicable to both prime recipients and subrecipients

5. Lobbying Prohibitions - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following lobbying laws, regulations, and policies:

Applies to:	Required by:	Additional Requirements:
<p>Prohibition on political activity of state and local employees whose employment is connected to and financed with Federal funds, including but not limited to running in partisan elections, use of official authority to affect the results of an election, or coercing a state or local employee for political purposes</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3).</p>	<p>10 C.F.R. Part 600, App'x A; An Act to Prevent Pernicious Political Activities ("Hatch Act" of 1939), 5 U.S.C. §§ 1501-1508, 7324-7326</p> <p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on the recipient of a Federal contract, grant, loan, or cooperative agreement expending Federal funds appropriated by any Act in order to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action</p>	<p>Grants; contracts, loans, or cooperative agreements (10 C.F.R. § 601.100)</p>	<p>31 U.S.C. § 1352 requires the grantee to include certification language in the award documents for all subawards, including subcontracts, under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly</p> <p>10 C.F.R. Part 601; 31 U.S.C. § 1352</p>

Prohibition on lobbying by nonprofit organizations, as defined in 26 U.S.C. § 501(c)(4)	Federal funds constituting an award, grant, or loan (2 U.S.C. § 1611)	Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq. (see particularly § 1611)	
Prohibition on any member of Congress being party to, or benefiting from the funding agreement	Any contract or agreement with the Federal Government (41 U.S.C. § 6306)	41 U.S.C. § 6306	

6. Health and Safety - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following health and safety laws, regulations, policies, and requirements:

Applies to	Required by	Additional Requirements
Occupational Safety and Health Administration standards for laboratories engaged in the use of hazardous chemicals	Any employer engaged in the laboratory use of hazardous chemicals, as defined in 29 C.F.R. § 1910.1450	29 C.F.R. § 1910.1450
The Public Health Service Act	Grants, cooperative agreements, and other financial assistance (10 C.F.R. Part 600, App. A)	10 C.F.R. Part 600, App. X A; Title XIV, Public Health Service Act, 42 U.S.C. § 300f et seq.
Persons transporting or distributing approved new drugs to clinical investigators across state lines are required to submit a marketing application to the Food and Drug Administration	Any person introducing or delivering for introduction into interstate commerce any new drug	10 C.F.R. § 35.7; Investigational New Drug Application, Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq. (see particularly § 355)

<p>Provision of drug education and training, drug testing, employee assistance, and removal, discipline, treatment, and rehabilitation of any employees using drugs and DOE notification of drug-related actions taken</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Drug Abuse Office and Treatment Act, 42 U.S.C. § 290ddd; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. § 290ddd-1</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Safe handling and transport of etiological agents</p>	<p>Entities or persons engaging in the packaging, pre-transportation, or transportation of etiological agents (49 C.F.R. § 171.1)</p>	<p>49 U.S.C. § 5101 <i>et. seq.</i>; 49 C.F.R. §§ 171-180</p>	
<p>Federal labor standards for construction, including a standard workweek</p>	<p>Contracts by, with, funded in part by, or on behalf of the Federal government (40 U.S.C. § 3701)</p>	<p>Construction Work Hours and Safety Standards Act, 40 U.S.C. § 3701 <i>et seq.</i></p>	<p>Requirements flow down to subawards (40 U.S.C. § 3701(b)(1)(B)(iii))</p>
<p>Safe handling of recombinant DNA and transgenic materials</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. § 602.10(b); NIH Guidelines for Research Involving Recombinant DNA Molecules</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on text messaging while driving a Government-owned vehicle</p>	<p>Procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after October 1, 2009 (Exec. Order No. 13,513)</p>	<p>Exec. Order No. 13,513; 74 Fed. Reg. 51,225 (Oct. 1, 2009) ("Federal Leadership on Reducing Text Messaging While Driving")</p>	

7. National Security - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with the following national security laws, regulations, policies, and requirements:

Applies to	Regulated by	Additional Requirements
Cooperation with the Government in blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.	Exec. Order No. 13,224; 66 Fed. Reg. 49,079 (Sept. 23, 2001). ("Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism")	
Use of a uniform system for classifying, safeguarding, and declassifying national security information	Exec. Order No. 13,526; 75 Fed. Reg. 707 (Dec. 29, 2009) ("Classified National Security Information"), as implemented by 32 C.F.R. Parts 2001 & 2003.	
Registration with the Center for Disease Control or U.S. Department of Agriculture before using select agents and toxins for research or storage.	7 C.F.R. Part 331; 9 C.F.R. Part 121; 42 C.F.R. Part 73	

8. Domestic Preference - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following domestic preference laws, regulations, and policies:

Applies to	Regulated by	Additional Requirements
At least fifty (50) percent of equipment, materials, or commodities procured and transferred by ocean vessel must be transported on privately owned U.S. commercial vessels	10 C.F.R. Part 600, App'x A; Cargo Preference Act, 46 U.S.C. § 55305; 46 C.F.R. § 381.7	Requirements flow down to subawards (46 C.F.R. § 381.7)

Air transport of people or property involving a country other than the United States must be performed by a U.S. carrier or under a cost-sharing arrangement with a U.S. flag carrier	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; International Air Transportation Fair Competitive Practices Act ("Fly America Act"), 49 U.S.C. § 40118	Requirements flow down to subawards (49 U.S.C. § 40118(a)(1)(A))
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9. **Project Management** - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that activities under the funding agreement will be conducted in accordance with the following project management laws, regulations, and policies:

Applicable	Required by	Additional Requirements
The U.S. Government may recover for damage, loss, or destruction of Government property through negligence or wrongful acts	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; 31 U.S.C. § 3711
Audit of project to ensure that recipient funds are expended properly by non-Federal entities	Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)	10 C.F.R. Part 600, App'x A; Single Audit Act, 31 U.S.C. § 7501 et seq.
Prohibition on research misconduct	Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)	10 C.F.R. § 600.31; 10 C.F.R. Part 733

<p>Exclusion of any person or company who is debarred or suspended based on fraud, waste, or poor performance from Federal financial and nonfinancial assistance and benefits</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. §§ 600.25 & 600.113; 2 C.F.R. Parts 180 & 901 (see particularly Subpart C "Responsibilities of Participants" within each section)</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prime recipients must register with the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) and report to FSRS the names and total compensation of each of the prime recipient's five most highly compensated executives and the names and total compensation of each subrecipient's five most highly compensated executives</p>	<p>Grants, cooperative agreements, loans, and other forms of Federal financial assistance subject to the Federal Funding Accountability and Transparency Act, as defined at 2 C.F.R. 170.320 (2 C.F.R. § 170.105)</p>	<p>31 U.S.C. § 6101 note); 2 C.F.R. Part 170</p>	
<p>The Paperwork Reduction Act</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Paperwork Reduction Act, 44 U.S.C. § 3501 et seq.</p>	<p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>

<p>Prohibition on knowingly presenting, or causing the presentation of, a false or fraudulent claim for payment or approval to an officer or employee of the U.S. Government</p>	<p>Any person (as defined at 10 C.F.R. § 1013.2) who makes a false or fraudulent claim (as that term is defined at 10 C.F.R. § 1013.2) for payment or approval to an officer or employee of the U.S. Government</p>	<p>10 C.F.R. § 1013; Civil False Claims Act, 31 U.S.C. § 3729(a); Criminal False Claims Act, 18 U.S.C. § 287; 18 U.S.C. § 1001; False Claims Act, 31 U.S.C. §§ 3729-33; Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.</p>	
<p>Registration of recipients for a DUNS number</p>	<p>Grants, cooperative agreements, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed or voluntary contributions, or any other financial assistance transaction that authorizes the non-Federal entity's expenditure of Federal funds, excluding technical assistance (i.e., services) or transfers of title in lieu of money (2 C.F.R. § 25.305)</p>	<p>2 C.F.R. Part 25</p>	<p>Requirements flow down to subawards (2 C.F.R. § 25.110)</p>

10. Education and Culture - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will comply with the following educational and cultural laws, regulations, and policies

Applies to:	Required by:	Additional Requirements:
Return of Native American cultural items to their respective peoples	Native American Graves Protection and Repatriation Act, 25 U.S.C. 3001 et seq.; 43 C.F.R. Part 10	
Preferences and opportunities for Indians for training and employment for Federal contracts or grants that benefit Indians or Indian organizations	Any grant, loan, contract (other than a procurement contract), or other arrangement by which a Federal agency makes or made available to a museum aid in the form of funds (43 C.F.R. § 10.2(a)(3)(iii))	Requirements flow down to subawards (25 U.S.C. § 450e)
Preferences and opportunities for Indians for training and employment for Federal contracts or grants that benefit Indians or Indian organizations	Any contract, subcontract, grant, or agreement with or grants to Indian organizations or for the benefit of Indians (25 U.S.C. § 450e(b))	10 C.F.R. Part 600, App'x A; Indian Self-Determination and Education Act, 25 U.S.C. § 450 et seq. (see particularly § 450e(b))

11. Additional Policies - By signing and/or accepting funds under the DOE funding agreement, the recipient agrees that it will make a good faith effort to comply with the following policies:

Applicator	Required by	Additional Requirements
<p>Ensure that women-owned businesses have the maximum practicable opportunity to participate in contracts awarded by any Federal agency</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. 600.3)</p>	<p>10 C.F.R. Part 600, App'x A; Exec. Order No. 12,138, 44 Fed. Reg. 29,637 (May 18, 1979) ("Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise")</p> <p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Use of the metric system</p>	<p>Grants, cooperative agreements, and subawards (10 C.F.R. § 600.3)</p>	<p>10 C.F.R. § 600.306; Metric Conversion Act of 1975, 15 U.S.C. § 205a et seq.; Exec. Order No. 12,770, 56 Fed. Reg. 35,801 (July 29, 1991) ("Metric Usage in Federal Government Programs")</p> <p>Requirements flow down to subawards (10 C.F.R. § 600.2)</p>
<p>Prohibition on the use, possession, sale, distribution, or manufacture of illegal drugs in the workplace</p>	<p>Grants and cooperative agreements (2 C.F.R. § 902.10); TIAs (2 CFR § 902.605)</p>	<p>Drug-Free Workplace Act, 41 U.S.C. § 8101 et seq.; 2 C.F.R. Part 182 & 902</p>

Attachment C
Reporting Requirements
and
Subgrant Reimbursement Forms

(Templates sent to technical/financial contacts)

SSEB SUBGRANTORS REPORTING REQUIREMENTS CHECKLIST

Subgrant Identification Number: SSEB-930WIPP-TX--2015-001

Reporting Requirements:

Frequency:

Technical Progress Report	Quarterly
Invoice-Request for Reimbursement	Monthly
Tangible Personal Property-SF-428 (All equipment over \$5000 or more)	Yearly, Final
Publications, Special Reports, Press Release	As Necessary
Final Report-Technical	Within 30 days of the subgrant end date

Special Instructions:

Please send all reports to Southern States Energy Board
6325 Amherst Court
Norcross, GA 30092
wells@sseb.org AND parson@sseb.org
(770) 242-7712; (770) 242-9956 fax

Please send all invoices to Southern States Energy Board
6325 Amherst Court
Norcross, GA 30092
sammons@sseb.org AND parson@sseb.org
(770) 242-7712; (770) 242-9956 fax

**Southern States Energy Board
Technical Progress Report**

Submitting Organization: _____

Subgrant Number: _____

Period Covered by this Report:

From: _____ **To:** _____

Prepared by: _____ **Date:** _____

Summary of Activities Performed During this Reporting Period:

(Please use as much detail and space as necessary to provide descriptions of the work completed per task and provide any deliverables as attachments. This should include schedule status, discussion of accomplishments met or why the established goals were not met, any changes in approach and a description of any product produced or technology transfer activities accomplished during this reporting period. Also include information related to travel, equipment purchases, etc.)

Summary of Activities Scheduled for the Next Reporting Period:

(Please use as much detail and space as necessary. Also include upcoming scheduled travel information, future equipment purchases, etc.)

SOUTHERN STATES ENERGY BOARD			
STATE SUBGRANT INVOICE FORM			
Request for Reimbursement			
DETAIL BREAKDOWN OF COSTS			
STATE SUBGRANT NUMBER: SSEB-930WIPP-_____			
1. Make Check Payable to: _____			
MAIL TO: _____			
2. Number of this Request: _____			
3. Period covered by this request: _____ THROUGH _____			
Billing Period		BILLING PERIOD CUMULATIVE AS OF	
DIRECT LABOR:			
LIST TOTAL NUMBER OF HOURS WORKED ON THE PROJECT		0	
LIST TOTAL DIRECT LABOR COST:		0.00	0.00
TOTAL OVERHEAD/FRINGE BENEFITS		0.00	0.00
TOTAL EQUIPMENT PURCHASED		0.00	0.00
Please list what was purchased. If over \$1000 please attach a copy of your receipt or purchase order. See attached list			
TOTAL TRAVEL:		0.00	0.00
Please list who traveled and the purpose/name of meeting.			
TOTAL OTHER DIRECT COSTS:		0.00	0.00
TOTAL INVOICE REQUEST:		0.00	0.00
5. Prepared By: _____		Phone Number (XXX) xxx-xxxx	Date: _____
6. SSEB APPROVAL _____		Date: _____	

**TANGIBLE PERSONAL PROPERTY REPORT
SF- 428**

		Page	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) <input type="checkbox"/> Annual Report (SF-428-A) <input type="checkbox"/> Final (Award Closeout) Report (SF-428-B) <input type="checkbox"/> Disposition Report/Request (SF-428-C)		7. Supplemental Sheet <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone (area code, number, extension)	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted (Month, Day, Year)	
10. Agency use only			

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF-428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. Federal Agency and Organizational Element to Which Report is Submitted. Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. DUNS. Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. EIN. Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. Recipient Organization. Enter the name and complete address, including zip code, of the recipient organization.

5. Recipient Account or Identifying Number. Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. Attachment. Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. Supplemental Sheet. Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. Comments. Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. Typed or Printed Name and Title of Authorized Certifying Official. Enter the full name and title of the recipient representative authorized to sign this report.

b. Signature of Authorized Certifying Official. Original signature of the recipient's authorized certifying official.

c. Telephone. Enter the telephone number of the individual listed in Line 9a.

d. Email address. Enter the email address of the individual listed in 9a.

e. Date report submitted. Enter the date the report is submitted to the Federal agency.

10. Agency use only. This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT

Annual Report SF-428- A

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 on SF-428). Leave blank for Consolidated Annual Reports (Block 1 below)

1. Report Type (Choose One)

(a) Individual ____ (Reporting Federally-owned property for one award)

(b) Consolidated ____ (Reporting Federally-owned property for all awards with a Federal Agency Organizational Element)

2. Report As Of:

30 SEP ____ (YYYY)

or ___/___/___ (MM/DD/YYYY)

3. Federally-owned Property

	Description (a)	Identification (b)	Acquisition Date (c)	Acquisition Cost (d)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

4. Comments

Instructions for Federally Owned Property Annual Report: SF-428 Attachment A

A. General Instructions:

This Attachment is to be used by recipients of Federal financial assistance when required to provide annual inventory listings of Federally-owned property.

Recipients shall report Federally-owned property in their custody as of the date in Block 2 of this Attachment, including Federally-owned items they have provided to their subrecipients or contractors. The report shall list all items of Federally-owned property, regardless of dollar value, furnished by the Federal awarding agency for use under an assistance award.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant number or other identifying number assigned to the Federal financial assistance award. Leave blank if submitting a Consolidated Annual Report.

1. Report Type.

Select (a) **Individual** to report Federally-owned property for one award.

Select (b) **Consolidated** to report Federally-owned property for all awards with a Federal Organizational Element (Block 1 of the SF-428). For example, all Federally-owned property accountable to awards issued by NASA Glenn Research Center could be listed on one Consolidated Annual Report Attachment. All Federally-owned property accountable to awards with NASA Goddard Space Flight Center would be listed on a separate report. If this option is selected, in addition to the data in 3(a)-3(d), you must identify the applicable award numbers. You may use the Comments Section (for example, "NAG3-1234 Items 1-3; NAG3-5678 Item 4; etc."). Alternatively, you may attach a Supplemental Sheet SF-428S or computer printout with the required information.

2. Report as of. The report shall be submitted with information accurate as of 30 September, unless the award specifies a different date. Enter the appropriate month, day and year (mm/dd/yyyy).

3. Federally-owned property. Use this section to provide the specified information for each item or attach an equivalent document, such as a computer print out with the required detail. If additional space is required, you may use Supplement Sheet SF-428S.

a. **Description.** Provide a brief description of the item.

b. **Identification.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

c. **Acquisition Date.** For items furnished by the Federal awarding agency, enter the date received by the recipient.

d. **Acquisition Cost.** Enter the acquisition cost.

4. Comments. Provide any special notes or comments regarding the Federally-owned property being reported or the report itself in this block. For Consolidated Annual Report Attachments, use this section to identify the award numbers applicable to the listed items or note in this section if you are providing the required individual item information on an attached SF-428S or a computer printout.

S U S A N

C O M B S


TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS
INTEROFFICE MEMO



DATE: October 1, 2014

CMD #15-5599JF

TO: Martin A. Hubert, Deputy Comptroller

FROM: Jason C. Frizzell 
Assistant General Counsel, Contracts
Phone: 936-6210
E-Mail: jason.frizzell@cpa.state.tx.us

SUBJECT: Request for Subgrant Signature

Attached for your review and approval is one scanned original of a Waste Isolation Pilot Plant Project ("WIPP") Subgrant between the Texas Comptroller of Public Accounts, State Energy Conservation Office ("SECO") and the Southern States Energy Board ("SSEB"). SSEB has entered into a cooperative agreement with the U.S. Department of Energy ("DOE"), Office of Environmental Management, to support the safe transportation of transuranic waste to the WIPP facility near Carlsbad, New Mexico. This subgrant will allow SSEB to continue working with the state of Texas under WIPP program by executing this new subgrant for the same purpose for a new 5-year period. SSEB has signed the subgrant and it is ready for your signature.

Thank you for considering this request and please let me know if you have any questions.

TYPE OF CONTRACT:	WIPP Sugrant
REQUESTING PROGRAM:	SECO – Pantex
PROJECT MANAGER:	Roger Mulder, Program Manager
CONTRACTOR:	Southern States Energy Board 6325 Amherst Court Norcross, GA 30092
MAXIMUM AMOUNT:	\$100,000.00 for FY 2015
CONTRACT TERM:	09/1/2014 – 7/31/2019
EXECUTIVE APPROVAL AND DATE:	See memo signed 9/30/14, attached
TEXAS REGISTER:	N/A
ESBD:	N/A
COMPETITIVE OR PROPRIETARY:	N/A
LBB:	N/A
FINDING OF FACT:	N/A
APPROVED PURCHASE REQUISITION:	N/A; SSEB will reimburse CPA for expenses
TAX RESEARCH; WARRANT HOLD:	N/A
TERRORIST DATABASE CHECK:	N/A
NEPOTISM DISCLOSURES:	N/A
CATRAD:	N/A

Approved: 

Disapproved: _____

Let's Discuss: _____



S U S A N

C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS
INTEROFFICE MEMO



To: Martin A. Hubert

Through: Ashley Harden

RAH

Through: Robert Wood

REW

Through: Jett/Withers

JW W

Through: Robert Chapa

slc CS

From: Dub Taylor

DT

Date: September 4, 2014

559956

Subject: Request for Executive Approval

ACTION REQUESTED

Waste Isolation Pilot Plant (WIPP) Project: Attached for your review and approval is a new five-year WIPP subgrant from the Southern States Energy Board (SSEB). The SSEB has entered into a cooperative agreement with the U.S. Department of Energy (DOE), Office of Environmental Management, to support the safe transportation of transuranic waste from the transportation corridors to the WIPP facility located near Carlsbad, New Mexico. The SSEB would like to continue their work with the state of Texas under the WIPP program by executing a new WIPP subgrant between the SSEB and the state of Texas for the same purpose. The original WIPP agreement between the SSEB and the state of Texas (Subgrant No. SSEB-WIPP-TX) began on July 1, 1997 and will expire on September 30, 2014. This new subgrant will allow the WIPP program to continue in the state of Texas.

PROGRAM DESCRIPTION

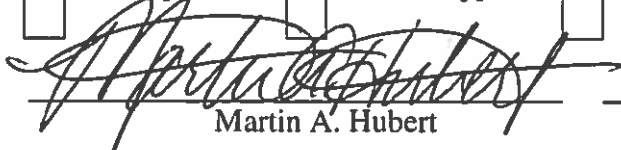

The Waste Isolation Pilot Plant (WIPP) opened in 1999 and is instrumental in the cleanup of the nation's defense nuclear facilities. Transuranic waste is shipped from DOE facilities throughout the nation to WIPP which is located near Carlsbad, New Mexico. Shipments through Texas began in March 1999 and over 1,300 shipments have been completed thus far.

The DOE WIPP program, through the SSEB, provides funding to the state of Texas to prepare for the safe and uneventful shipment of defense transuranic waste through the state to WIPP, and to respond to incidents that might occur as a result of such shipments. The funds are used to train first responders in each city and county along the WIPP route through Texas, provide briefings to local officials to inform them of the DOE shipments scheduled to come through their communities and the training that is available to them, offer assistance to local officials in reviewing and updating their emergency management plans and annexes, and monitor each WIPP shipment as it crosses Texas using the Transportation Tracking Communications System (TRANSCOM).

PROGRAM AUTHORIZATION

The services to be performed under this contract are in accordance with DOE Financial Assistance Rules, 10 CFR Subchapter H, Part 600. This contract is funded by the U.S. Department of Energy through the Southern States Energy Board.

If you need more information on this program or have any questions on this project, please contact Roger Mulder at 463-1866. Thank you for your favorable consideration.

<input checked="" type="checkbox"/>	Approve	<input type="checkbox"/>	Disapprove	<input type="checkbox"/>	Require More Information
					
Martin A. Hubert				Date	